



**CROOK COUNTY COURT MEETING**  
**Crook County Annex | 320 NE Court St. | Prineville OR**  
**WEDNESDAY, November 3, 2021 at 9:00 A.M.**

**CONSENT AGENDA**

*(Routine matters which are not expected to generate discussion and are approved in a single vote. Any member of the Court may request removal of an item for separate discussion or vote.)*

1. Approve Minutes of October 25, 2021 Special Session; October 19, 2021 and October 26, 2021 Work Session and October 20, 2021 Regular Meeting
2. Approve Order 2021-56 Various Grants
3. Approve CDC Grant "Improving Nutrition/Food Security"
4. Approve Brasada Ranch Improvement Agreement for Phase 5 Partial Replat

**SCHEDULED APPEARANCES**

- |   |  |
|---|--|
| 5. Ochoco Pointe Phase 4 Plat   | Requester: Christine Klein – AKS Engineering (5 Minutes) |
| 6. Brasada Ranch Phase 5 Replat   | Requester: Adam Conway (5 Minutes)                       |
| 7. Current Planning Efforts and Projects for the Ochoco National Forest | Requester: Kassidy Kern (30 Minutes)                     |

**DISCUSSION – None Scheduled**

**EXECUTIVE SESSION – None Scheduled**

*\*The Court may add additional items arising too late to be part of this Agenda. Agenda items may be rearranged to make the best use of time.*

*\*The meeting location is accessible to persons with disabilities. If additional accommodations are required, please submit your request 48 hours prior to the meeting by contacting County Administration at 541-447-6555.*

**CROOK COUNTY COURT MINUTES  
OF OCTOBER 25, 2021 SPECIAL MEETING  
Open Portion**

**Be It Remembered** that the Crook County Court met in a Special Court meeting on October 25, 2021, at 11:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford and Commissioner Jerry Brummer

Absentees: Commissioner Brian Barney

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine; Administration Executive Assistants Amy Albert; Director Kim Barber; Adam Williams and Katherine Tank.

**SPECIAL SESSION**

At 11:00 a.m. the Court convened into Executive Session under the following statute(s): ORS 192.660(2)(b) To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent who does not request an open hearing.

**EXECUTIVE SESSION**

At the conclusion of the Executive Session, the County Court convened back into Open Session, inviting members of the public into the meeting room.

**MOTION** to terminate subject employee as discussed in the executive session. Motion seconded. No further discussion. Motion carried 2-0.

There being no further business before the Court, the meeting was **adjourned at 11:32 a.m.**

Respectfully submitted,

**Amy Albert**

**CROOK COUNTY COURT MINUTES  
OF OCTOBER 19, 2021 WORK SESSION  
Open Portion**

**Be It Remembered** that the Crook County Court met in a regularly scheduled Work Session on October 19, 2021, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsel John Eisler; Paralegal Lindsay Azevedo; Director Troy Poncin; Director Kim Barber; Director Dodge Kerr; Assessor Jon Soliz; Manager Brent Bybee; Director Will Van Vactor; Manager Levi Roberts; Andrea Breault; and Kim Curley.

**WORK SESSION**

The meeting was **called to order at 9:00 a.m.**

Agenda Item #1, CET/STIF Transit Update: Andrea Breault and Kim Curley from CET appeared before the Court to provide them with a CET/STIF transit update. CET has been offering fare-less transportation since COVID began and hopes to continue to offer these services fare-less for the foreseeable future, along with an implementation of van pools for employers in Crook County. Van pools would allow employees in Juniper Canyon to pool together to work at Brasada Ranch, for example, for a low price to employers and/or employees. CET is also looking to begin an incentive program for those who participate in CET services (Mosaic and St. Charles currently participate). There is room in the current contract to begin participation; however, the next STIF contract won't be up for an amendment until 2023.

Agenda Item #2, GIS Position: GIS Manager Levi Roberts appeared before the Court to discuss the recent resignation of Daniel Parker and plans for modifying and filling that position. The current position is listed as a GIS Tech and Levi is requesting that the position be changed to GIS Analysis, which requires more knowledge, ability and pay. Director Dodge Kerr also appeared to discuss GIS's budget and the affect of a pay increase for the position. He informed the Court that GIS currently has approximately \$5,000 available from the 2021-2022 budget, plus Daniel's monthly salary, which would allow for the requested GIS Analysis position to be offered at a higher rate than the current GIS Tech. The incentive with the Analysis position is that it would provide better backup to Levi and potentially incur external income. The Court approved the request and Director Kim Barber will prepare the paperwork.

At 9:17am the Court read into Executive Session under the following statute(s): ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions; ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection; and ORS

192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filled.

### **EXECUTIVE SESSION**

At the conclusion of the Executive Session, the County Court convened back into Open Session, inviting members of the public into the meeting room.

**MOTION** to direct staff as discussed in the executive session. Motion seconded. No further discussion. Motion carried 3-0.

**MOTION** to direct staff to correspond with the counter party as discussed in the executive session. Motion seconded. No further discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 10:15am.**

Respectfully submitted,

**Lindsay Azevedo**



**CROOK COUNTY COURT MINUTES  
OF OCTOBER 26, 2021 WORK SESSION  
Open Portion**

**Be It Remembered** that the Crook County Court met in a regularly scheduled Work Session on October 26, 2021, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Legal Assistant Lindsay Azevedo; Road Master Bob O'Neal; Director Kim Barber; Director Dodge Kerr and Josh Smith.

**WORK SESSION**

The meeting was **called to order at 9:00 a.m.**

Agenda Item #1, Radio Upgrade at Road Department: Road Master Bob O'Neal requested the Court approve new radios for the Road Department. The Road Department has been having issues with their radios for years, they are not always able to communicate with each other and are unable to communicate with emergency services. Mr. O'Neal set aside money in the 2021-2022 budget for new radios and shop lights which will cover the expense of the new radios totaling \$62,868.85. Mr. O'Neal has arranged for James Wilson with the City of Prineville to help with the installation of the radio equipment. The Court approved Mr. O'Neal's request as this was a budgeted item.

Additional Item: Josh Smith with the City of Prineville and County Court agreed upon the process the City of Prineville and the Crook County will use for signing plats. City is responsible for final review and signatures of plats within the City. County is responsible for final review and signatures for plats outside of City.

Additional Item: Commissioner Brummer proposed the County contribute \$5,000 to the Ochoco Forest Restoration Collaborative (OFRC) out of lottery funds. The City of Prineville is contributing \$5,000 to the OFRC as they are in need of funding. Dodge Kerr will look into the lottery funds available before the Court makes any decisions.

At 9:20 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

## **EXECUTIVE SESSION**

At the conclusion of the Executive Session, the County Court convened back into Open Session, inviting members of the public into the meeting room.

There being no further business before the Court, the meeting was **adjourned at 10:32 a.m.**

Respectfully submitted,

**Amy Albert**

ORS 192.660(2)(a) To consider the employment of a public officer, employee, staff member or individual agent.

ORS 192.660(2)(b) To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent who does not request an open hearing.

ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions

ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection.

ORS 192.660(2)(g) To consider preliminary negotiations regarding trade or commerce in which you are in competition with other states or nations

ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed

ORS 192.660(2)(i) To review and evaluate the employment-related performance of the chief executive officer of a public body, a public officer, employee or staff member who does not request an open hearing

**CROOK COUNTY COURT MINUTES  
OF OCTOBER 20, 2021 REGULAR MEETING  
Open Portion**

**Be It Remembered** that the Crook County Court met in a Regular Court meeting on October 20, 2021, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsel John Eisler; Paralegal Lindsay Azevedo; Director Troy Poncin; Director Kim Barber; Director Will Van Vactor; Assessor Jon Soliz; Monty Kurtz; Christine Klein

**REGULAR SESSION**

The meeting was **called to order at 9:00 a.m.**

**MOTION** to approve the Consent Agenda as presented. Motion seconded. No discussion. Motion carried 3-0.

Appearances / Item #4: Christine Klein appeared before the Court to request signatures on the Ochoco Pointe Phase 4 Plat; however, the City and other departments had not signed off on the plat yet. The County advised Ms. Klein to obtain all other signatures, as the County is the last to sign, and then return for a special meeting or at the November 3, 2021, meeting. The Court stated it would sign at that point.

Appearances / Item #5: Director Will Van Vactor appeared before the Court to request the County sign the Grandridge Subdivision Phase I Plat. Will advised the Court that the developer had to identify a bus stop for the Crook County School District, which he had recently done, and that the Director of Transportation was going to visit the proposed bus stop to confirm the location would work for the district. Will expected the Director to advise him of whether or not the district would approve the location of the bus stop later that day and requested the Court to sign the Plat out of court if it was in fact approved. The Court approved the request to sign out of court.

**MOTION** to sign Grandridge Subdivision Phase I Plat after additional information is provided out of court. Motion seconded. No further discussion. Motion carried 3-0.

Appearances / Item #6: Director Will Van Vactor appeared before the Court to request the County approve and sign the Grandview Phase 2 Plat. The Court approved and signed the Plat.

**MOTION** to approve the Grandview Phase II Plat. Motion seconded. No further discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 9:15am.**

Respectfully submitted,

**Lindsay Azevedo**

**IN THE COUNTY COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF CROOK**

**IN THE MATTER OF**

**ORDER #2021-56**

Accepting revenue, changing related appropriations, line  
item adjustments and changing expenditure budget  
appropriations for County Funds for Fiscal Year 2021-22

WHEREAS, this Order is made in accordance with ORS 294.471(1)(c) which provides that funds that are made available by another unit of federal, state or local government, and the availability of which could not reasonably be foreseen when preparing the original budget or a previous supplemental budget for the current year or current budget period after enactment of an appropriation resolution or ordinance.

BE IT THEREFORE ORDERED that the Crook County Court hereby adopts this Order for the increases/decreases in revenues and expenditures for the purposes shown in the attached "Exhibit A" and makes the changes in appropriation for the fiscal year ending June 30, 2022.

DATED this 3<sup>rd</sup> day of November 2021.

CROOK COUNTY COURT:

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SETH CRAWFORD, County Judge

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JERRY BRUMMER, County Commissioner

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BRIAN BARNEY, County Commissioner

## Exhibit A for Court Order 2021-56

Fund	Department	Current Budget	Change	Revised Budget
Sheriff's Office	Special Services	423,700	41,112	464,812

*Appropriation of grant resources awarded after the adoption of the FY 2022 budget*

Special Services			Total	\$ 41,112
	Description	Change	GL Number	Amount
	Federal Grant Revenue	Increase	251-5008-322.00-00	37,879
	Capital Outlay	Increase	251-5008-580.80-13	37,879
	Federal Grant Revenue - EMPG Direct	Increase	251-5008-322.31-01	3,233
	Minor Equipment	Increase	251-5008-520.05-71	3,233

Fund	Department	Current Budget	Change	Revised Budget
Health Services	Grant Programs	3,642,590	64,560	3,707,150

*Appropriation of grant resources awarded after the adoption of the FY 2022 budget*

Health Grant Programs			Total	\$ 64,560
	Description	Change	GL Number	Amount
	State Grant Revenue	Increase	301-1425-324.34-00	16,560
	Personnel	Increase	301-1425-510.01-22	14,904
	Materials & Services	Increase	301-1425-520.66-99	1,656
	Grants from Local Units	Increase	301-1425-326.37-00	18,000
	Personnel	Increase	301-1425-510.01-22	18,000
	State Grant Revenue	Increase	301-1408-324.34-00	30,000
	Personnel	Increase	301-1408-510.01-22	15,106
	Materials & Services	Increase	301-1408-520.15-19	1,669
	Materials & Services	Increase	301-1408-520.45-04	4,498
	Materials & Services	Increase	301-1408-520.35-13	6,000
	Materials & Services	Increase	301-1408-520.66-99	2,727



# Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 267 NE 2<sup>nd</sup> St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705

## MEMO

TO: Crook County Court

FROM: County Counsel

DATE: Oct. 27, 2021

RE: CDC Grant "Improving Nutrition/Food Security"  
Our File No.: Health 188

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Enclosed is a grant award from the Department of Health and Human Services Centers for Disease Control and Prevention (CDC) titled Improving Nutrition / Food Security and Community-Clinical Linkages for Rural Central Oregon Communities Through Multi-Sector Collaboration (the "Grant") in the amount of \$124,976. The program involves seven rural communities in the region suffering from chronic food insecurity and health disparities through a 20-person leadership team comprised of various community members and organizations. The program has two goals: solving identified food security gaps and strengthening community-clinical linkages with access to food and nutrition programs. The program builds upon the Regional Health Assessment and Regional Health Improvement Plan.

The Grant period is from September 30, 2021 to September 29, 2022. The Grant compliance obligations are less onerous than many of our other Federal grants. Katie Plumb recommends the Grant's acceptance. Please let me know if you have any questions.

**Please place this memo and the attached document(s) on the Wednesday, November 3, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.**

Approved this \_\_\_\_ day of \_\_\_\_\_ 2021.

CROOK COUNTY COURT

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Seth Crawford  
County Judge

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Jerry Brummer  
County Commissioner

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Brian Barney  
County Commissioner



## BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006  
Expiration Date: 02/28/2022

## SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Closing the Gap with Social Determinants of Health Accelerator Plans CDC-RFA-DP21-2111	93.945	\$ 0.00	\$ 0.00	\$ 124,976.00	\$	\$ 124,976.00
2.						
3.						
4.						
5. Totals		\$ 0.00	\$ 0.00	\$ 124,976.00	\$	\$ 124,976.00

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## SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Closing the Gap with Social Determinants of Health Accelerator Plans CDC-RFA-DP21-2111				
a. Personnel	\$ 72,350.00	\$	\$	\$	\$ 72,350.00
b. Fringe Benefits	1,650.00				1,650.00
c. Travel					
d. Equipment					
e. Supplies	8,850.00				8,850.00
f. Contractual	42,126.00				42,126.00
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	124,976.00				\$ 124,976.00
j. Indirect Charges					\$
k. TOTALS (sum of 6i and 6j)	\$ 124,976.00	\$	\$	\$	\$ 124,976.00
7. Program Income	\$	\$	\$	\$	\$

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SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. Closing the Gap with Social Determinants of Health Accelerator Plans CDC-RFA-DP21-2111	\$ 124,976.00	\$	\$	\$ 124,976.00	
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)	\$ 124,976.00	\$	\$	\$ 124,976.00	

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 124,976.00	\$ 32,819.00	\$ 30,719.00	\$ 30,719.00	\$ 30,719.00
14. Non-Federal	\$				
15. TOTAL (sum of lines 13 and 14)	\$ 124,976.00	\$ 32,819.00	\$ 30,719.00	\$ 30,719.00	\$ 30,719.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. Closing the Gap with Social Determinants of Health Accelerator Plans CDC-RFA-DP21-2111	\$ 124,976.00	\$	\$	\$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$ 124,976.00	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

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## Project Abstract Summary

*This Project Abstract Summary form must be submitted or the application will be considered incomplete. Ensure the Project Abstract field succinctly describes the project in plain language that the public can understand and use without the full proposal. Use 4,000 characters or less. Do not include personally identifiable, sensitive or proprietary information. Refer to Agency instructions for any additional Project Abstract field requirements. If the application is funded, your project abstract information (as submitted) will be made available to public websites and/or databases including USAspending.gov.*

### Funding Opportunity Number

CDC-RFA-DP21-2111

### CFDA(s)

93.945

### Applicant Name

Crook County Health Department

### Descriptive Title of Applicant's Project

Improving Nutrition / Food Security and Community-Clinical Linkages for Rural Central Oregon Communities Through Multi-Sector Collaboration

### Project Abstract

The "Improving Nutrition / Food Security and Community-Clinical Linkages for Rural Central Oregon Communities Through Multi-Sector Collaboration" project being submitted by Crook County Public Health will improve food and nutrition security and community-clinical linkages for seven rural communities in the region that suffer from chronic food insecurity and health disparities. Through a 20 person Leadership Team comprised of community representatives, organizations and agencies, we will focus our efforts on two strategic priorities: food and nutrition security - solving identified community-specific priorities and recognized gaps; and community-clinical linkages - strengthening access to food and nutrition programs and helping existing networks to involve more health providers and community nutrition assistance. We will identify and share community-specific priorities and resources to solve recognized gaps; explore pathways to strengthen access to current food and nutrition programs utilizing the online referral platform, Unite Us, and other networks to involve more health providers and community nutrition assistance; and develop an accelerator plan focused on improving food & nutrition insecurity and community-clinical linkages. This plan will build upon existing multiple evidence-based assessments including the Regional Health Assessment and Regional Health Improvement Plan to address the identified issues and priorities, as well as address community-specific challenges with an equity lens and focus on root causes. Process and outcomes-based evaluation will include an iterative process to ensure that our process and plan is meeting the needs of the communities involved. We strongly believe that this project will be successful because of the team members involved in the project and the organizations lending their support. We have and will continue to work together in a collaborative process that not only gets to the root cause of the issues but also integrates lasting trust and built social capital.



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
Centers for Disease Control and Prevention

Notice of Award

Award# 1 NU58DP007067-01-00

FAIN# NU58DP007067

Federal Award Date: 09/13/2021

3

**Recipient Information**

**1. Recipient Name**

CROOK, COUNTY OF  
375 NW Beaver St Ste 100  
Prineville, OR 97754-1802  
541-447-5165

**2. Congressional District of Recipient**

02

**3. Payment System Identifier (ID)**

1936002290A2

**4. Employer Identification Number (EIN)**

936002290

**5. Data Universal Numbering System (DUNS)**

557315405

**6. Recipient's Unique Entity Identifier**

**7. Project Director or Principal Investigator**

Katie Plumb  
kplumb@h.co.crook.or.us  
541-447-3260

**8. Authorized Official**

Mr. Seth Crawford  
Authorized Official  
seth.crawford@h.co.crook.or.us  
541-447-6555

**Federal Agency Information**

CDC Office of Financial Resources

**9. Awarding Agency Contact Information**

Ms. Robyn Bryant  
Grants Management Specialist  
ppa4@cdc.gov  
770-488-2917

**10. Program Official Contact Information**

Claire Heiser  
Lead Public Health Advisor  
beq9@cdc.gov  
770-488-5284

**Federal Award Information**

**11. Award Number**

1 NU58DP007067-01-00

**12. Unique Federal Award Identification Number (FAIN)**

NU58DP007067

**13. Statutory Authority**

Section 301(a) of the Public Health Service Act, 42 U.S.C. 241(a)

**14. Federal Award Project Title**

Improving Nutrition Food Security and Community-Clinical Linkages for Rural Central Oregon  
Communities Through Multi-Sector Collaboration

**15. Assistance Listing Number**

93.945

**16. Assistance Listing Program Title**

Assistance Programs for Chronic Disease Prevention and Control

**17. Award Action Type**

New

**18. Is the Award R&D?**

No

**Summary Federal Award Financial Information**

**19. Budget Period Start Date** 09/30/2021 - **End Date** 09/29/2022

**20. Total Amount of Federal Funds Obligated by this Action**

\$124,976.00

20a. Direct Cost Amount

\$124,976.00

20b. Indirect Cost Amount

\$0.00

**21. Authorized Carryover**

\$0.00

**22. Offset**

\$0.00

**23. Total Amount of Federal Funds Obligated this budget period**

\$0.00

**24. Total Approved Cost Sharing or Matching, where applicable**

\$0.00

**25. Total Federal and Non-Federal Approved this Budget Period**

\$124,976.00

**26. Project Period Start Date** 09/30/2021 - **End Date** 09/29/2022

**27. Total Amount of the Federal Award including Approved  
Cost Sharing or Matching this Project Period**

Not Available

**28. Authorized Treatment of Program Income**

ADDITIONAL COSTS

**29. Grants Management Officer - Signature**

Ms. Pamela Render  
Grants Management Officer

**30. Remarks**



## DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

## Notice of Award

Award# 1 NU58DP007067-01-00

FAIN# NU58DP007067

Federal Award Date: 09/13/2021

**Recipient Information****Recipient Name**

CROOK, COUNTY OF  
375 NW Beaver St Ste 100  
Prineville, OR 97754-1802  
541-447-5165

**Congressional District of Recipient**

02

**Payment Account Number and Type**

1936002290A2

**Employer Identification Number (EIN) Data**

936002290

**Universal Numbering System (DUNS)**

557315405

**Recipient's Unique Entity Identifier**

Not Available

**31. Assistance Type**

Project Grant

**32. Type of Award**

Other

**33. Approved Budget**  
(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only

II. Total project costs including grant funds and all other financial participation

<b>a. Salaries and Wages</b>	\$72,350.00
<b>b. Fringe Benefits</b>	\$1,650.00
<b>c. Total Personnel Costs</b>	\$74,000.00
<b>d. Equipment</b>	\$0.00
<b>e. Supplies</b>	\$8,850.00
<b>f. Travel</b>	\$0.00
<b>g. Construction</b>	\$0.00
<b>h. Other</b>	\$0.00
<b>i. Contractual</b>	\$42,126.00
<b>j. TOTAL DIRECT COSTS</b>	\$124,976.00
<b>k. INDIRECT COSTS</b>	\$0.00
<b>l. TOTAL APPROVED BUDGET</b>	\$124,976.00
<b>m. Federal Share</b>	\$124,976.00
<b>n. Non-Federal Share</b>	\$0.00

**34. Accounting Classification Codes**

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
1-9390HJJ	21NU58DP007067	DP	41 51	5124.976.00	75-21-0948

## AWARD ATTACHMENTS

CROOK, COUNTY OF

1 NU58DP007067-01-00

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1. Terms and Conditions

#### AWARD INFORMATION

**Incorporation:** In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at <https://www.cdc.gov/grants/federal-regulations-policies/index.html>, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number DP21-2111, titled Closing the Gap with Social Determinants of Health Accelerator Plans, and application dated July 6, 2021, as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

**Approved Funding:** Funding in the amount of \$124,976 is approved for the Year 01 budget period, which is September 30, 2021 through September 29, 2022. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

The federal award amount is subject to adjustment based on total allowable costs incurred and/or the value of any third party in-kind contribution when applicable.

Note: Refer to the Payment Information section for Payment Management System (PMS) subaccount information.

**Financial Assistance Mechanism:** Grant

**Budget Requirements:** Please provide the following information by submitting a grant note in Grant Solutions as soon as this information is available:

- Provide an itemized for supplies.
- Provide the names of those leaders members in personnel.

#### FUNDING RESTRICTIONS AND LIMITATIONS

**Notice of Funding Opportunity (NOFO) Restrictions:**

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law.
- Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
  - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
  - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order



proposed or pending before any legislative body

- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

#### **Indirect Costs:**

Indirect costs are not approved for this award, because indirect costs were not requested or an approved Indirect Cost Rate Agreement has not been established. To have indirect costs approved for this grant, submit an approved indirect cost rate agreement to the grants management specialist no later than October 29, 2021.

#### **REPORTING REQUIREMENTS**

**Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS):** Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services  
 Robyn Bryant, Grants Management Officer/Specialist  
 Centers for Disease Control and Prevention  
 Branch 5 Supporting Chronic Diseases and Injury Prevention  
 2939 Flowers Road South  
 Atlanta, GA 30341-5507  
 Email: [ppa4@cdc.gov](mailto:ppa4@cdc.gov) (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services  
 Office of the Inspector General  
 ATTN: Mandatory Grant Disclosures, Intake Coordinator  
 330 Independence Avenue, SW  
 Cohen Building, Room 5527  
 Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or  
 Email: [MandatoryGranteesDisclosures@oig.hhs.gov](mailto:MandatoryGranteesDisclosures@oig.hhs.gov)

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

#### **PAYMENT INFORMATION**

*The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to [hhs tips@oig.hhs.gov](mailto:hhs tips@oig.hhs.gov) or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.*

**Payment Management System Subaccount:** Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the "P Account". Funds must be used in support of approved activities in the NOFO and the approved application.

The grant document number identified beginning on Page 2 of the Notice of Award must be known in order to draw down funds.

#### **CDC Staff Contacts**

**Grants Management Specialist:** The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards.

**GMS Contact:**

Robyn Bryant, Grants Management Specialist  
Centers for Disease Control and Prevention  
Branch 5 Supporting Chronic Diseases and Injury Prevention  
Telephone: 404-498-2698  
Email: [ppa4@cdc.gov](mailto:ppa4@cdc.gov)

**Program/Project Officer:** The PO is the federal official responsible for monitoring the programmatic, scientific, and/or technical aspects of grants and cooperative agreements, as well as contributing to the effort of the award under cooperative agreements.

**Programmatic Contact:**

Claire Heiser, Project Officer  
Centers for Disease Control and Prevention  
National Center for Chronic Disease Prevention and Health Promotion  
Telephone: 770-488-5284  
Email: beq9@cdc.gov

**Grants Management Officer:** The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards. The GMO is the only official authorized to obligate federal funds and is responsible for signing the NoA, including revisions to the NoA that change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization.

**GMO Contact:**

Pamela Render, Grants Management Officer  
Centers for Disease Control and Prevention  
Branch 5 Supporting Chronic Diseases and Injury Prevention  
Telephone: 770-488-2712  
Email: plr3@cdc.gov

# Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 267 NE 2<sup>nd</sup> St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



## MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: October 27, 2021

RE: Brasada Ranch Improvement Agreement for Phase 5 Partial Replat  
Our File No.: Planning 73(26)

---

Enclosed is an improvement agreement related to land use application 217-21-000395-PLNG from Brasada Ranch involving a partial replat of Phase 5 which will now include eight building sites for 32 single-level hotel suites.

This improvement agreement is on our standard form and is in the amount of \$788,286.40. The completion date for the improvements is May 31, 2023.

Please let me know if you have any questions.

**Please place this memo and the attached document(s) on the Wednesday, November 3, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.**

Approved this \_\_\_\_ day of \_\_\_\_\_ 2021.

CROOK COUNTY COURT

---

Seth Crawford  
County Judge

---

Jerry Brummer  
County Commissioner

---

Brian Barney  
County Commissioner

## **IMPROVEMENT AGREEMENT**

### **Brasada Ranch Casitas (Infrastructure for Final Completion of Casita Home Sites)**

This Improvement Agreement, hereinafter referred to as the “Agreement,” relating to the construction and installation of Required Improvements (as defined herein) to be constructed on the Real Property (as defined herein) as required in the conditions of approval in Crook County file number 217-21-000395-PLNG is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Crook County, Oregon, a Political Subdivision of the State of Oregon, hereinafter referred to as “County”, and FNF NV Brasada, LLC, hereinafter referred to as “Developer.”

### **RECITALS**

- A. WHEREAS, Developer is the subdivider of the Subdivision known as “Brasada Ranch Casitas,” (the “Subdivision”) approved in Crook County file number 217-21-000395-PLNG; and
- B. WHEREAS, Subdivision will be constructed as rental sites. Subdivision currently includes installed water, sewer, and private utility infrastructure; and
- C. WHEREAS, the Required Improvements under the Permits have not been completed; and
- D. WHEREAS, Developer intends to file and record a final plat (the “Final Plat”) for the Subdivision prior to the completion of the Required Improvements; and
- E. WHEREAS, Crook County Code Section 18.116.040 provides that Developer may, in lieu of completing required improvements for a subdivision prior to filing the final plat, enter into an Agreement with County for the completion of Required Improvements and provide a good and sufficient form of security, consistent with Crook County Code Section 18.116.040 to provide for the completion of the required improvements; and
- F. WHEREAS, the Required Improvements include the following:
  - Relocation of portions of water, sewer and private utility infrastructure.
  - Construction of all weather surface access roads (i.e. aggregate base) required access to each lot.
- G. WHEREAS, the parties desire to establish a definitive deadline for completion of the Required Improvements, Developer has agreed to provide financial security for its obligations to construct the Required Improvements in the form of a bond, and the parties desire to memorialize their understandings pursuant to the terms and conditions of this Agreement; and
- H. WHEREAS, the Required Improvements under this Agreement do not constitute a public improvement as the term is defined in ORS 279A.010(cc); and
- I. WHEREAS, Subdivision is exempt from the provisions of ORS 92.305 to 92.495 for the reason that County’s Comprehensive Land Use Plan and implementing Ordinances are acknowledged under ORS 192.251; and

J. WHEREAS, Developer as principal and \_\_\_\_\_, a \_\_\_\_\_ formed under the laws of the State of \_\_\_\_\_ as surety has bonded the completion of the Required Improvements.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties above mentioned, for and in consideration of the mutual promises hereinafter stated, as follows:

1. **Recitals:** The Recitals to this Agreement set forth above are incorporated herein as if fully set out, shall constitute contractual provisions and are not mere recitals.

2. **Exhibits:** The Exhibits set forth below and attached to this Agreement are hereby incorporated by reference and made a part of this Agreement:

- Exhibit A - List of Required Improvements and cost estimates submitted by Developer, including contingency, in the total amount of \$788,286.40.
- Exhibit B – Subdivision Bond.
- Exhibit C – Real Property description.
- Exhibit D – Tentative Plat Decision.

3. **Identification of Required Improvements:** Developer shall install and complete, or cause to be installed and completed, the improvements required by the Permits, as listed in Exhibit “A,” to the extent that the same remain to be completed (“Required Improvements”).

4. **Construction of Required Improvements.** The Required Improvements shall be installed and completed to County and State of Oregon specifications, as each may be applicable, not later than May 31, 2023, (“Completion Date”). Developer shall obtain County and/or State of Oregon approval of the Required Improvements on or before the Completion Date, provided, however, that Developer will not be deemed to be in default hereunder for any delay of the County in reviewing and inspecting the Required Improvements. Developer shall also repair all existing and constructed facilities, within and without the Subdivision and Real Property, damaged during any such installation, on or before the Completion Date. The County shall issue written approval for up to three (3) one-year extensions of the Completion Date if the Developer meets the following conditions:

- a) Developer shall obtain an independently verified and County approved revised cost estimate (the “Revised Estimate”) for completing the portion of the Required Improvements that remains to be completed; and
- b) Developer shall obtain a Consent of Surety acknowledging that the Subdivision Bond remains valid and covers a minimum of one hundred twenty percent (120%) of the Revised Estimate.
- c) Any extension of the Completion Date shall constitute a new Completion Date for the purposes of this Agreement.

5. **Warranty of Improvements.** Developer hereby warrants that the Required Improvements shall remain free from defects and materials or workmanship and that the Required Improvements will

continue to meet County and/or State of Oregon standards for twelve (12) months following the Completion Date (“Warranty Period”). Upon completion and approval of any portion of the Required Improvements, Developer shall obtain a bond or other security in favor of, and reasonably acceptable to, the County in the amount of ten percent (10%) of the construction costs of such improvements to secure the warranty obligations under this Paragraph 5.

6. **License to Enter and Remain on Property.** Developer hereby grants County and County’s employees, engineers, consultants, agents, contractors, subcontractors, and suppliers, license to come on to and remain on the Real Property as necessary to make inspections of the required improvements. If County determines that any portion of the Required Improvements has not been completed by the Completion Date, County or its employees, engineers, consultants, agents, contractors, subcontractors and suppliers may enter on to and remain on the Real Property and may cause the applicable portion of the Required Improvements to be installed and completed.

7. **Right to Draw on Security.** Upon failure of the Developer to complete the Required Improvements by the Completion Date, or within thirty (30) days prior to the expiration date (if any) of the then-current bond, County may but is not required to draw upon the Subdivision Bond for any and all costs and expenses anticipated to be incurred by County, as determined by County, in the completion of the Required Improvements. For the purposes of this Agreement and access to any security offered and accepted to secure Developer’s performance, Developer’s failure to complete the Required Improvements shall include failure to install or have installed any portion of the Required Improvements to County specifications, approved plans and applicable Building Specialty Codes and failure to complete any required inspections by the Completion Date.

8. **Ingress and Egress.** Prior to or contemporaneous with recording any instrument conveying any platted lot located on the Real Property, Developer shall provide legal rights of ingress and egress to the owner or purchaser of the platted lot.

9. **No County Guarantee.** County does not guarantee that any of the Required Improvements referred to in this Agreement will be constructed, maintained, or operated.

10. **License to Use Permits, Specifications, and Plans.** If County determines that any portion of the Required Improvements has not been satisfactorily completed as specified by the applicable Completion Date, Developer shall, upon request of the County, license to County all of Developer’s applicable permits, plans, specifications, shop drawings, instruments, permits and approvals, and other documents necessary or useful in the completion of or related in any manner to the applicable Required Improvements. Upon such request, Developer shall deliver physical possession of such permits, plans, specifications, shop drawings, instruments, permits, approvals, and other documents to the County. County may assign the license referred to in this Paragraph for any purpose without further approval from Developer.

11. **No Third-Party Beneficiaries.** County and Developer are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons, unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.

12. **Restoration of Monuments.** Developer shall restore any monument erected or used for the purpose of designing a survey marker or boundary of any town, tract, plat or parcel of land which monument is broken, damaged, removed or destroyed, during the course of work provided for or anticipated by this Agreement, whether intentional or otherwise, by the Developer or Developer's agents, employees or independent contractors.

13. **Costs of Inspection.** Developer shall pay to County the actual costs incurred by County in the inspection of the completed Required Improvements, plus any fees, such as plan check fees and structural, electrical, plumbing and other specialty codes inspection fees normally associated with the review and inspection of any improvements on the Real Property.

14. **Security for Required Improvements.** The Developer's security shall consist of a bond, issued in favor of the County by \_\_\_\_\_ ("Surety"), deposited with the County in the amount of **Seven Hundred Eighty Eight Thousand Two Hundred Eighty Six and 40/100 Dollars** (\$788,286.40), with date of expiration of not less than twelve (12) months past the Completion Date established herein (the "Subdivision Bond"). The amount of the Subdivision Bond represents one hundred twenty percent (120%) of the estimated costs, as set forth in Exhibit A hereto, of completing the Required Improvements to County standards. As used herein, issuers of Surety Bonds individually or collectively may be referred to as "Surety." Surety shall have a Financial Strength Rating of no less than "A" (Excellent) in Financial Size Category IX by A.M. Best Company. If Surety's Financial Strength Rating falls below the minimum required by this Paragraph prior to completion of the Required Improvements, Developer shall provide a replacement bond issued by a Surety with the minimum Financial Strength Rating.

15. **Developer's Obligation for Costs.** Developer expressly acknowledges, understands, and agrees that this Agreement shall not relieve Developer from the obligation to complete and fully pay for the Required Improvements and other costs and fees set forth in this Agreement. Should Developer fail to perform its responsibilities under this Agreement in any manner, Developer agrees to compensate County for all costs, related to Developer's failure to perform its obligation to complete and warrant the Required Improvements and pay costs and fees.

16. **Release of Security or Obligation.** After the Required Improvements have been inspected and approved by the County Community Development or Road Departments, County shall release the Developer's security, provided Developer has procured the warranty security required pursuant to this Agreement. County may make partial releases of any security when appropriate. Upon written request of Developer, County may release any of Developer's obligations under the terms and conditions of this Agreement in writing upon completion and County inspection and approval of any portion of the Required Improvements.

17. **Recording Final Plat.** This Agreement is contingent upon the recording of the Final Plat for the Subdivision, which either party may cause to be recorded at its own expense.

18. **Shortfall In Security.** If the amount available to be drawn from Developer's security is less than the costs and expenses anticipated to be incurred, or actually incurred, by County, County may apply the proceeds of the security to the anticipated or actual costs and expenses and completion of the Required Improvement and then hold Developer responsible and liable for the difference between the anticipated or actual costs and expenses of completion and the amount of the remaining security, if any.



19. **Incidental Costs.** Without limiting the generality of the foregoing, if upon County's written notice to Surety of Developer's failure to complete Required Improvements, and the proceeds of the Subdivision Bond are not remitted to County within ten (10) days of demand for funds by the County, or the Required Improvements are not installed within a reasonable time period determined by County after notice to the Surety, then County's costs of obtaining the proceeds of the Surety Bond and/or completing the Required Improvements and all incidental costs shall be added to the amount due County from the Surety. However, in no event shall the amount due from the Surety exceed the penal sum of the Subdivision Bond.

20. **Substandard Improvements.** Should the Required Improvements prove to be substandard or defective within the twelve (12) month Warranty Period described in this Agreement, County shall notify Developer and/or Surety of the warranty obligation in writing of such substandard or defective Required Improvements. Developer and/or the Surety shall then have sixty (60) days to complete repair or replacement of the Required Improvements; provided, however, in the event that such repair or replacement cannot reasonably be completed within sixty (60) days, then the same shall be extended by such period of time as is reasonably necessary so long as Developer and/or the Surety promptly commence and thereafter diligently prosecute such repair or replacement. Should Developer and/or the Surety fail to complete repair or replacement of the Required Improvements within the required time period, County may remedy the defects and demand payment for such from Developer and/or the Surety.

21. **Restriction on the Issuance of Building Permits.** Building Permits shall not be issued for any lot or parcel of the Subdivision until all required fire protection facilities, including water service to each lot sufficient for fire flows, have been constructed in compliance with the Permits and approved access roads have been completed to minimal Fire Code Standards.

22. **Final Plat Notation.** The existence of this Agreement shall be noted upon the Final Plat by reference to the Recording Book and Page Numbers.

23. **Successors In Interest.** The original of this Agreement shall be recorded with the Crook County Clerk and shall be a condition and covenant that shall run with the Real Property. It is the intent of the parties that the provisions of this Agreement shall be binding upon the parties to this Agreement, and their respective successors, heirs, executors, administrators, and assigns, and any other party deriving any right, title or interest in or to the Real Property, including any person who holds such interest as security for the payment of any obligation, including a mortgagee, or other secured party in actual possession of said Real Property by foreclosure or otherwise or any person taking title from such security holder. Upon completion of the Required Improvements, and the expiration of the Warranty Period, County, upon request by Developer or any person or persons owning a lot in Subdivision, shall release a lot from the condition and covenant subsisting under this Agreement.

24. **Residential Lot Purchasers.** Notwithstanding the terms of Paragraph 23, the terms of this Paragraph 24 shall apply to each residential lot (each, a "Lot") created from the Real Property or platted in a subdivision and sold or transferred to a third party (each such buyer or transferee and his or her successors and assigns is a "Transferee"): (i) each such Lot(s) is conveyed free of any obligation to pay money or complete Required Improvements that may arise out of this Agreement; (ii) each Transferee is under no obligation or burden to complete the terms and conditions of this Agreement; (iii) the

recordation of this Agreement is for the purpose of putting Transferee(s) on notice of the Agreement's terms and that the County has no obligation to construct the Required Improvements or any portion of the Required Improvements nor does the Agreement in anyway guarantee that any of the Required Improvements will be constructed; and (iv) the Agreement conveys no right or right of action by Transferee(s) against the County for any act or omission of the County, including but not limited to, the County decisions or acts which result in the Required Improvements, or any part of the Required Improvements, not being constructed.

25. **Binding Authorization.** By signature on this Agreement, each signatory, signing in a representative capacity certifies that the signor is authorized to sign the Agreement on behalf of and bind the signor's principal.

26. **Expiration.** Unless otherwise extended, this Agreement shall expire twelve (12) months after the Completion Date, or by the express written release of Developer by County from this Agreement granted as part of an approval for a change of use of the Real Property. Upon expiration, the parties agree to execute a document in recordable form, formally evidencing such expiration.

27. **Survival.** County's rights under this Agreement, including County's right to draw upon Developer's Security in whole or in part to pay the full costs and expenses of completing the Required Improvements and repairs or replacements required herein along with any licenses granted in this Agreement and any costs of enforcement of this Agreement, shall survive the expiration of this Agreement, to the extent Developer's obligations hereunder have not been satisfied in full before such expiration.

28. **No Agency.** It is agreed by and between the parties that Developer is not carrying out a function on behalf of County, and County does not have the right of direction or control of the manner in which Developer completes performance under this Agreement, nor does County have a right to exercise any control over the activities of the Developer. Developer is not an officer, employee, or agent of County as those terms are used in ORS 30.265.

29. **No Joint Venture or Partnership.** County is not, by virtue of this Agreement, a partner or joint venturer with Developer in connection with the Subdivision or the Real Property and shall have no obligation with respect to Developer's debts or other liabilities of each and every nature.

30. **Liens.** Developer shall pay as due all claims for work done on and for services rendered or material furnished to the Real Property and shall keep the Real Property free from liens. If Developer fails to pay any such claims or to discharge any lien, County may do so and collect the cost from the Developer or Surety. Such action by County shall not constitute a waiver of any right or remedy that County may have on account of Developer's failure to complete the Required Improvements or failure to observe the terms of this Agreement.

31. **Indemnification.** Developer shall be responsible for any, and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities of Developer under this Agreement and on the Real Property; and further agrees to defend, indemnify and save harmless County, its officers, agents and employees from and against all claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with any such injury.

32. **Limitation of Liability.** This Agreement is subject to the Oregon Tort Claims Act, ORS 30.260 to 30.300.

33. **Attorney Fees and Costs.** In the event an action or suit or proceeding, including appeal there from, is brought by any party arising directly and/or indirectly out of the provisions of this Agreement or the interpretation thereof (including Developer's failure to complete the Required Improvements), each party will bear its own expenses for any such action, suit, proceeding or appeal.

34. **Waiver.** Waiver of the strict performance of any provision of this Agreement shall not constitute the waiver of any other provision of the Agreement. No waiver may be enforced against the County unless such waiver is in writing and signed by the County.

35. **Compliance with provisions, requirements of Federal and State laws, statutes, rules, regulations, executive orders, and policies. Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution. Any provisions herein, which would conflict with the law, are deemed inoperative to that extent. Additionally, Developer shall comply with any requirements, conditions, or limitations arising under any Federal or State law, statute, rule, regulation, executive order, and policy applicable to the Required Improvements. If this Agreement is in any manner construed to constitute the lending of the County's credit or constitute a debt of County in violation of Article XI, Section 10, of the Oregon Constitution, this Agreement shall be void.

36. **No Inducement.** No representations, statements, warranties have induced the making and execution of this Agreement, or Agreements other than those herein expressed.

37. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County and Developer that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Crook County for the State of Oregon; provided, however, if a Claim shall be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon in Eugene, Oregon. DEVELOPER BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

38. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be void, invalid or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held void, invalid unenforceable.

39. **Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one Agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original. If this Agreement is signed in counterpart, each counterpart shall be recorded as provided herein for the recording of this Agreement and each counterpart shall be noted on the recorded plat map.

40. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing to Developer or County at the

address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.

a. Communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to County Counsel.

c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Agreement shall be mailed by first class postage or delivered as follows:

To Developer:

FNF NV Brasada, LLC  
c/o Simon Hallgarten  
16986 SW Brasada Ranch Road  
Powell Butte, Oregon 97753

To County:

Crook County Counsel's Office  
 300 NE Third St  
 Prineville, OR 97754

41. **Time is of the Essence.** Time is of the essence of each and every provision of this Agreement.

42. **Captions.** The captions contained in this Agreement were inserted for the convenience of reference only. Captions do not, in any manner, define, limit, or describe the provisions of this Agreement or the intentions of the parties.

43. **Merger Clause.** This Agreement and the attached exhibits constitute the entire Agreement between the parties and supercedes any and all prior or contemporaneous negotiations and/or agreements among the parties, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein. All understandings and agreements between the parties and representatives by either party concerning this Agreement are contained in this Agreement. This Agreement shall bind all parties and its terms may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by all parties. Except as otherwise expressly provided herein, any written waiver, consent, modification or change shall be effective only when in writing and signed by the parties in the specific instance and for the specific purpose given.

[Signature page follows]

**Executed** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Crook County, a political subdivision of the State of Oregon**

\_\_\_\_\_  
Seth Crawford  
County Judge

\_\_\_\_\_  
Jerry Brummer  
County Commissioner

\_\_\_\_\_  
Brian Barney  
County Commissioner

STATE OF **OREGON**, County of **Crook**) ss.

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by Crook County Judge Seth Crawford, Crook County Commissioner Jerry Brummer, and Crook County Commissioner Brian Barney as the County Court of Crook County, Oregon.

\_\_\_\_\_  
Notary Public – State of Oregon

**Executed** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FNF NV Brasada, LLC

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public – State of Oregon



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**SUNFOREST  
BRASADA PHASE 5  
PRELIMINARY EARTHWORK BUDGET  
PLAN DATE 5-12-21**

5/27/2021

BID ITEM	QTY	UNIT	
<b>GENERAL CONDITIONS</b>			
MOBILIZE	1	LS	
COMPACTION TESTING	1	LS	
VACTOR EXPOSE EXISTING UTILITIES	1	LS	
GPS GRADING MODEL	1	LS	
SURVEY	1	LS	
			\$ 49,800.00
<b>EROSION CONTROL</b>			
CONSTRUCTION ENTRANCE	2	EA	
SILT FENCE	2,000	LF	
POLLUTION CONTROL PLAN	1	LS	
DUST CONTROL/CONSTRUCTION WATER	1	LS	
			\$ 16,800.00
<b>CLEARING &amp; DEMO</b>			
TREE REMOVAL	16	EA	
DUFF & BRUSH REMOVAL	3.9	AC	
SAW CUT ASPHALT	1	LS	
REMOVAL OF EXISTING SEWER SERVICE	750	LF	
REMOVAL OF EXISTING WATER SERVICE	909	LF	
REMOVAL OF EXISTING DRY UTILITY SERVICES	12	EA	
VAULT & PEDESTAL REMOVAL	6	EA	
			\$ 65,944.00
<b>GRADING</b>			
MASS EXCAVATION/SUBGRADE	1	LS	
ASPHALT PREP 8" BASE ROCK	37,794	SF	
PAVER PATH PREP 4" BASE ROCK(SAND BY OTHERS)	16,405	SF	
SHOULDER ROCK 6" DEPTH	4,500	SF	
ASPHALT PAVING 2" DEPTH	37,794	SF	
DITCH SWALES	9,000	SF	
BOULDER WALL	92	LF	
			\$ 244,265.33
<b>SANITARY SEWER</b>			
CONNECT TO EXISTING SEWER MAIN	2	EA	
INSTALL 2" PRESSURE SEWER	675	LF	
INSTALL AIR RELEASE MANHOLE	1	EA	
INSTALL TERMINATION MANHOLE	1	EA	
TESTING	1	LS	
			\$ 60,875.00
<b>WATER</b>			
CONNECT TO EXISTING WATER MAIN	1	EA	
INSTALL 8" C900	577	LF	
INSTALL 8" ANGLE	6	EA	
INSTALL 6" DI	27	LF	
INSTALL 2" IRRIGATION SERVICE	1	EA	
INSTALL 1" DOMESTIC SERVICE	11	EA	
INSTALL HYDRANT	1	EA	
INSTALL 4" BLOWOFF	1	EA	
TESTING	1	LS	
			\$ 113,995.00
<b>DRY UTILITIES</b>			
INSTALL POWER VAULT	4	EA	
INSTALL FRANCHISE UTILITY TRENCH	762	LF	
INSTALL SECONDARY UTILITY TRENCH	8	EA	
			\$ 105,226.00

**Sub-Total \$656,905.33**  
**Contingency (20%) \$131,381.07**  
**Total \$788,286.40**

Bond No. 1000891968

## SUBDIVISION/SITE IMPROVEMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, FNF NV BRASADA, LLC  
 as Principal, and U.S. SPECIALTY INSURANCE COMPANY of Houston, TX, as Surety, are held  
 and firmly bound unto the  
CROOK COUNTY

as Obligee, in the sum of Seven Hundred Eighty Eight Thousand Two Hundred Eighty Six and 40/100  
 (\$ 788,286.40) Dollars for the payment of which, well and truly to be made, we  
 jointly and severally bind ourselves, our executors, administrators, successors, and assigns, firmly by these  
 presents.

WHEREAS, the Principal has agreed to perform the various improvements as detailed by either the  
 plan(s)/specification(s)/agreement, prepared by

to the subdivision known as

Replat of a Portion of Brasada Ranch Phase 5 - Crook County file number 217-21-000395-PLNG

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal  
 shall perform and complete said improvements to said development in accordance with either the  
 plan (s)/specification(s)/agreement, then this obligation shall be void, otherwise to be and remain in  
 full force and effect.

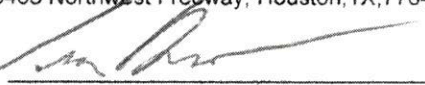
THIS BOND WILL TERMINATE upon written acceptance of the improvements by the Obligee to the  
 Principal and/or Surety.

Sealed with our seals and dated this 18th day of October, 2021.

FNF NV BRASADA, LLC  
 16986 SW Brasada Ranch Road, Powell Butte, OR, 97753

By:   
 Principal

U.S. SPECIALTY INSURANCE COMPANY  
 13403 Northwest Freeway, Houston, TX, 77040-6094

By:   
Tom Branigan, Attorney-in-fact

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California


County of Los Angeles

On OCT, 18 2021 before me, Ethan Spector, Notary Public, personally appeared Tom Branigan who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature   
Signature of Notary Public





TOKIOMARINE  
HCC

## POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Tracy Catharine Aston, Tom Branigan, Lisa K. Crail, Rosa Rivas, Nathan Varnold, Marina B. Tapia,  
Donna M. Garcia, KeAna D. Wapato or April Martinez of Los Angeles, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** \*\*\*\*\*Seventy Five Million\*\*\*\*\* Dollars (\*\*\*75,000,000.00\*\*\*). This Power of Attorney shall expire without further action on April 23<sup>rd</sup>, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1<sup>st</sup> day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



By

Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

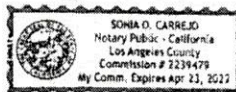
On this 1<sup>st</sup> day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this \_\_\_\_\_ day of OCT 18 2021.

Corporate Seals

Bond No.

100391968

Agency No.

16408



Kio Lo, Assistant Secretary

HCCSMANPOA05/2019

visit [tmhcc.com/surety](http://tmhcc.com/surety) for more information.



**EXHIBIT C**  
**Legal Description**

A TRACT OF LAND BEING A PORTION OF PARCEL 1 OF PARTITION PLAT 1996-62, LOTS 510-512, 514-518 AND 523, REPLAT OF BRASADA RANCH 5 AND LOTS 507, 508 AND ADJUSTED LOT J , REPLAT OF THE REPLAT OF BRASADA RANCH 5; LOCATED IN THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (SW1/4 NW1/4) AND THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4) OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 14 EAST, WILLAMETTE MERIDIAN, CROOK COUNTY, OREGON; SAID LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE "INITIAL POINT", BEING MARKED BY A 2-1/2 INCH ALUMINUM CAP STAMPED "INITIAL POINT BRASADA RANCH 2 BRASADA RANCH 5 LS2335 2005", SAID POINT BEING THE WESTERLY TERMINATION OF THE SOUTHWEST RIGHT OF WAY OF BRASADA RANCH ROAD AS PLATTED ON "BRASADA RANCH 1", RECORDED APRIL 22, 2005 AS MF NO. 199243, RECORDS OF CROOK COUNTY, OREGON, SAID POINT BEARS SOUTH 89°40'20" EAST, 960.10 FEET FROM THE QUARTER CORNER COMMON TO SECTIONS 27 AND 28, IN TOWNSHIP 16 SOUTH, RANGE 14 EAST, WILLAMETTE MERIDIAN, CROOK COUNTY, OREGON, THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID BRASADA RANCH ROAD, AS SHOWN ON THE PLAT OF "BRASADA RANCH 2", RECORDED SEPTEMBER 26, 2005 AS MF NO. 204177, RECORDS OF CROOK COUNTY, OREGON, THE FOLLOWING THREE (3) COURSES:

SOUTH 31°44'32" EAST, 57.18 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 575.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°14'03", AN ARC LENGTH OF 162.92 FEET, (THE CHORD OF WHICH BEARS SOUTH 23°37'30" EAST, 162.38 FEET) TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 54°31'31", AN ARC LENGTH OF 142.75 FEET (THE CHORD OF WHICH BEARS SOUTH 42°46'14" EAST, 137.42 FEET) TO A POINT OF NON-TANGENCY;

THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG THE WESTERLY BOUNDARY OF SAID PLAT "BRASADA RANCH PHASE 2" THE FOLLOWING FOUR (4) COURSES:

SOUTH 51°03'30" WEST, 95.05 FEET;

THENCE SOUTH 11°44'22" EAST, 80.00 FEET;

THENCE SOUTH 32°52'59" EAST, 46.32 FEET;

THENCE SOUTH 18°29'15" EAST, 65.00 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF LOT J OF "REPLAT OF THE REPLAT OF BRASADA RANCH 5";

THENCE LEAVING SAID WESTERLY BOUNDARY ALONG THE BOUNDARY OF SAID LOT J, THE FOLLOWING THREE (3) COURSES:

SOUTH 72°18'24" WEST, 16.24 FEET;

THENCE NORTH 11°11'27" WEST, 65.00 FEET;

THENCE SOUTH 78°48'33" WEST, 240.00 FEET TO THE NORTHWEST CORNER OF LOT 506 OF  
"REPLAT OF THE REPLAT OF BRASADA RANCH 5";

THENCE LEAVING SAID BOUNDARY OF LOT J, SOUTH 11°11'27" EAST, 65.00 FEET TO THE SOUTHWEST  
CORNER OF SAID LOT 506;

THENCE SOUTH 11°11'27" EAST, ALONG THE PROLONGATION OF THE WESTERLY BOUNDARY OF SAID  
LOT 506, 21.45 FEET;

THENCE SOUTH 76°34'43" WEST, 403.29 FEET;

THENCE NORTH 21°28'55" WEST, 114.86 FEET TO THE SOUTHERLY BOUNDARY OF ADJUSTED LOT 513,  
"REPLAT OF BRASADA RANCH 5", RECORDED SEPTEMBER 17, 2019 AS INSTRUMENT NO. 2019-295481;  
THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID ADJUSTED LOT 513 THE  
FOLLOWING FIVE (5) COURSES:

NORTH 89°48'02" EAST, 43.88 FEET;

THENCE NORTH 88°49'57" EAST, 49.63 FEET;

THENCE NORTH 01°10'03" WEST, 26.47 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A 112.94 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL  
ANGLE OF 107°57'18", AN ARC LENGTH OF 212.80 FEET (THE CHORD OF WHICH BEARS NORTH  
36°21'40" EAST A DISTANCE OF 182.68 FEET) TO A POINT OF TANGENCY;

THENCE NORTH 17°36'59" WEST, 147.44 FEET TO A POINT ON THE WESTERLY BOUNDARY OF  
SAID LOT J;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT J THE FOLLOWING TWO (2) COURSES:

NORTH 22°42'45" WEST, 108.71 FEET;

THENCE NORTH 30°59'31" WEST, 43.46 FEET TO THE SOUTHERLY RIGHT OF WAY OF BRASADA  
RANCH ROAD AS SHOWN ON SAID PLAT "BRASADA RANCH 1";

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING SEVEN (7) COURSES:

ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE  
OF 20°12'38", AN ARC LENGTH OF 52.91 FEET (THE CHORD OF WHICH BEARS NORTH 48°54'10"  
EAST A DISTANCE OF 52.64 FEET) TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A  
CENTRAL ANGLE OF 22°56'31", AN ARC LENGTH OF 90.09 FEET (THE CHORD OF WHICH BEARS  
NORTH 50°16'06" EAST A DISTANCE OF 89.49 FEET) TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A 425.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL  
ANGLE OF 12°29'12", AN ARC LENGTH OF 92.62 FEET (THE CHORD OF WHICH BEARS NORTH  
55°29'45" EAST A DISTANCE OF 92.44 FEET) TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF  $26^{\circ}45'09''$ , AN ARC LENGTH OF 105.06 FEET (THE CHORD OF WHICH BEARS NORTH  $62^{\circ}37'44''$  EAST A DISTANCE OF 104.11 FEET) TO A POINT OF TANGENCY;

THENCE NORTH  $76^{\circ}00'18''$  EAST, 38.99 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF  $72^{\circ}15'10''$ , AN ARC LENGTH OF 94.58 FEET (THE CHORD OF WHICH BEARS SOUTH  $67^{\circ}52'07''$  EAST A DISTANCE OF 88.44 FEET) TO A POINT OF TANGENCY;

THENCE SOUTH  $31^{\circ}44'32''$  EAST, 29.13 FEET TO THE POINT OF BEGINNING

EXCEPTING THEREFROM LOTS 519-522 "BRASADA RANCH 5" AND LOT 509 "REPLAT OF THE REPLAT OF BRASADA RANCH 5"

SAID PLAT CONTAINS 5.88 ACRES, MORE OR LESS





**Crook County**  
**Community Development Department**  
 300 NE 3<sup>rd</sup> Street, Prineville, OR 97754  
 (541) 447-3211  
 plan@co.crook.or.us

**CROOK COUNTY**  
**BEFORE THE PLANNING COMMISSION**

**FINAL DECISION - REPLAT OF A PORTION OF BRASADA PHASE 5**

**IN THE MATTER OF AN APPLICATION  
 FOR A TENTATIVE PLAN APPROVAL**

**APPLICATION  
 217-21-000395-PLNG**

<b>OWNER/APPLICANT:</b>	Brasada Ranch Development, LLC FNF NV Brasada, LLC c/o Simon Hallgarten 16986 SW Brasada Ranch Road Powell Butte, Oregon 97753
<b>AGENT:</b>	Adam Conway, PE DOWL 963 SW Simpson Ave., Suite 200 Bend, Oregon 97702
<b>LEGAL DESCRIPTION:</b>	Portion of T16 S, R14 E WM, Section 26, tax lot 2801 (Portion of the replat of the replat of Brasada Phase V)
<b>NOTICE:</b>	May 17, 2021
<b>NEWSPAPER NOTICE:</b>	May 18, 2021
<b>PLANNING COMMISSION        HEARING DATE:</b>	June 9, 2021

**REQUEST:** FNF NV Brasada, LLC (the Applicant) requested approval to allow a replat of overnight lodging units in Phase 5 of the Brasada Ranch destination resort. Phase 5 was originally approved in 2006 and re-platted in 2017. Phase 5 included 11 building sites to accommodate approximately 44 single-level hotel suites. The proposed replat will include eight building sites for 32 single level hotel suites.(See Attachment A).

**THE ABOVE-ENTITLED MATTER** came before the Crook County Planning Commission for a public hearing on June 9, 2021. After consideration of the staff report, application materials, findings and testimony related to the proposed replat, the application received four (4) votes in favor, and one (1) opposed from the Planning Commission members in attendance.

<b>FINAL DECISION:</b>	<b>Approved subject to conditions</b>	<u>          X          </u>
	<b>Denied</b>	<u>                          </u>

Based on the burden of proof statement and application submitted by the Applicant, the proposed tentative plan is consistent with the approved Final Development Plan for Brasada Ranch. The proposed replat of Phase 5 complies with the requirements of the Destination Resort Overlay Zone (Chapter 18.116). The tentative plan meets the requirements of Chapter 17 of the Crook County Code. The tentative plan for the replat of Phase 5 of Brasada Ranch can be approved subject to the following conditions:

1. Within two years after the date of approval of the tentative plan, a final plat shall be submitted in conformance with the tentative plan as approved (Crook County Code 17.20.010).
2. Conditions of the Final Development Plan approval shall continue to be met.
3. All requirements of Crook County Code 18.116 (destination resorts) shall continue to be met, including requirements for overnight lodging units and open space.
4. The final plat shall be reviewed by Central Oregon Irrigation District.
5. Infrastructure improvements shall be constructed prior to submittal of the final plat for review.

**BACKGROUND:** Brasada Ranch was approved by Crook County as a destination resort through a mapping process that was completed in 2002. Crook County subsequently approved a Development Plan and Final Development Plan for the property in 2004 (C-CU-DES-001-03). This process is described in detail in the Applicant's burden of proof statement. The total resort area is approximately 1800 acres and includes a mix of single-family homes and overnight lodging units. The resort includes a golf course, restaurants and other recreational amenities.

Phase 5 is a parcel of land located on both sides of Brasada Ranch Road, around the tennis courts, gatehouse, and adult-only Cascade Pool. It was initially platted in July 2006 and included 38 overnight rental cabin sites. In addition to the recreational facilities, 27 overnight rental cabins have been built within the phase. This core area is connected to other areas of the Resort by a paved trail.

In late 2017, Brasada re-platted the unbuilt land in Phase 5 (south of Brasada Ranch Road and closest to the Athletic Club) to accommodate the new adult-only Cascade Pool. The re-plat included the pool and support buildings, and 12 overnight building sites, including single-level hotel suites (casitas) and rental cabins.

Brasada has worked with an architectural firm and has redesigned the layout of the building sites. The original plat included 11 building sites for single-level hotel suites (approximately 44 suites/casitas). The proposed re-plat will include eight building sites with 32 single-level hotel suites. Each of the 8 building sites will have 4 suites. The suites will be stand-alone buildings. The area surrounding the lots will be designated as common area. The common areas may contain access driveways, parking, storage, trash enclosures, paths, and underground utilities. The parking area will be expanded to accommodate the overnight units and other resort users. There will be crushed rock paths to serve the units. Brasada hopes to begin construction in fall 2021.

**ZONING:** The property is zoned EFU-3 (Exclusive Farm Use, Powell Butte Area), with a Destination Resort Overlay zone (Crook County Code 18.116).

**APPLICABLE CRITERIA:** The criteria used in reviewing the request for the replat of Phase 5 are found in Crook County Code 18.116 (Destination Resort Overlay Zone) and in Crook County Code 17.16(Tentative Plans). Criteria are in standard font. Responses are in ***bold italics***.

#### **Crook County Code 18.116 – Destination Resort Overlay**

##### **18.116.040 – Standards**

***The original approval of the tentative plan and final development plan for the Brasada Ranch destination resort addressed all the standards in 18.116.040 (see C-CU-DES-001-03). Many of the standards in 18.116.040 apply to the overall development. Only those standards that apply directly to the proposed Phase 5 replat are discussed below. Some original conditions of approval were addressed in earlier phases (e.g., internal road network requirements).***

(1) Development shall be located on a tract that contains at least 160 acres.

(2) Development shall not be located on high value farmland.

***The entire acreage of Brasada Ranch is approximately 1800 acres. No resort development will be located on high value farmland.***

(3) Developments shall include meeting rooms, restaurants with seating for at least 100 persons, and a minimum of 150 separate rentable units for overnight lodging, oriented toward the needs of visitors rather than area residents. However, the rentable units may be phased in as follows:

(a) A total of 150 units of overnight lodging shall be provided as follows:

(i) At least 75 units of overnight lodging, not including any individually owned homes, lots or units, shall be constructed or guaranteed prior to the closure of sale of individual lots or units through an agreement and security provided to the county in accordance with CCC 17.40.080 and 17.40.090.

(ii) The remainder shall be provided as individually owned lots or units subject to deed restrictions that limit their use to overnight lodging units. The deed restrictions may be rescinded when the resort has constructed 150 units of permanent overnight lodging as required by this subsection.

***According to the Applicant, there are a total of 243 overnight lodging units in Brasada Ranch.***

(b) The number of units approved for residential sale shall not be more than two units for each unit of permanent overnight lodging provided under subsection (3)(a)(i) of this section; provided, however, after an applicant has constructed its first 150 permanent overnight lodging units, the county may approve a final development plan modification to increase the ratio of units approved for residential sale to units of permanent overnight lodging from two to one to two and one-half to one.

***Brasada Ranch has constructed the required 150 permanent overnight lodging units. Since the original approval of the development plan, the Crook County Code and Comprehensive Plan were amended to allow an increase in the maximum ratio of permanent housing to overnight lodging units from 2:1 to 2.5:1 (AM-11-0028). The 2011 action included a Master Plan amendment (C-CU-DES-001-03) to implement the changed ratio for Brasada Ranch.***

***The Applicant states that Brasada Ranch currently has 243 overnight lodging units, including eight guestrooms in The Ranch House and 91 two, three, and four-bedroom lock-off cabins. There are additional lots platted and designated for overnight units in phases 2, 5 and 7.***

***The 243-overnight units allow for 608 single family residential lots ( $243 * 2.5 = 608$ ). To date, the Applicant has gained final plat approval for 575 housing lots in Phases 1,3,4, 6, 8,9,10, 11 and 13.<sup>1</sup> Eighteen (18) of the housing lots have been consolidated for a net total of 557 residential lots.<sup>2</sup> Fifty-one housing units are proposed as part of phase 14. The proposed 51 additional lots will maintain the 2.5 to 1 ratio of dwellings to overnight units ( $51 + 557 = 608$ ). The proposed total of 608 dwelling units is at the cap of 608 units, given the current count of overnight lodging units.***

(c) The development approval shall provide for the construction of other required overnight lodging units within five years of the initial lot sales.

***The Applicant has met this requirement.***

<sup>1</sup> Phase 12 is a non-residential six-lot plat.

<sup>2</sup> Lot consolidations occur when property owners acquire two adjacent lots and combine them into one residential lot. This lot consolidation results in only one buildable lot for a single-family dwelling.



(4) Prior to closure of sale of individual lots or units, all required developed recreational facilities, key facilities intended to serve the entire development, and visitor-oriented accommodations shall be either fully constructed or guaranteed by providing an agreement and security in accordance with CCC 17.40.080 and 17.40.090.

(5) At least \$7,000,000 shall be spent on improvements for on-site developed recreational facilities and visitor-oriented accommodations exclusive of costs for land, sewer and water facilities, and roads.

***The obligation to construct developed recreational facilities has been met. The resort developers have completed an 18-hole golf course, which meets the requirement for recreational facility investment. The Sports Center, equestrian facilities and general recreational facilities have been constructed. Visitor facilities including restaurants and meeting rooms have been completed. The Resort has met required improvements in (5).***

(6) Commercial uses

***There are no new proposed commercial uses requested for the replat of phase 5.***

(7) At least 50 percent of the site shall be dedicated to permanent open space, excluding yards, streets and passing areas.

***The Applicant acknowledges the obligation to assure 50% open space for the overall Brasada Ranch destination resort. Table 1 summarizes the platted lands within Brasada Resort and identifies the acreage designated as open space.***

**Table 1**

<b>Phase</b>	<b>Plat Area</b>	<b>Designated Open Space</b>	<b>Notes</b>
<b>Phase 1</b>	<b>255.4 acres</b>	<b>93.2 acres</b>	<b>Golf lot 1; lots A-G</b>
<b>Phase 2</b>	<b>51.9 acres</b>	<b>19.1 acres*</b>	<b>Golf Lot 1, tract Z</b>
<b>Phase 3</b>	<b>165 acres</b>	<b>95.4 acres</b>	<b>Golf lot 1, lots A-C</b>
<b>Phase 4</b>	<b>201.9 acres</b>	<b>100.1 acres</b>	<b>Lots A-D</b>
<b>Phase 5</b>	<b>13.7 acres</b>	<b>See below**</b>	
<b>Phase 6</b>	<b>44.0 acres</b>	<b>13.6 acres</b>	<b>Lot K</b>
<b>Phase 7</b>	<b>6.0 acres</b>	<b>See below***</b>	
<b>Phase 8</b>	<b>29.3 acres</b>	<b>13.5 acres</b>	<b>Lots M and N</b>
<b>Phase 9</b>	<b>32.3 acres</b>	<b>8.4 acres</b>	<b>Lots Q-S</b>
<b>Phase 10</b>	<b>62.8 acres</b>	<b>44.4 acres</b>	<b>Lot T</b>
<b>Phase 11</b>	<b>34.9 acres</b>	<b>0.0 acres</b>	
<b>Phase 12</b>	<b>78.0 acres</b>	<b>61.0</b>	<b>Golf Lot 12-1; Lots U and V</b>
<b>Phase 13</b>	<b>22.7 acres</b>	<b>0.9</b>	<b>Lot W</b>
<b>Total – currently platted</b>	<b>997.9 acres</b>	<b>462.9 acres</b>	<b>45.1% open space</b>

***\*Lots A and B include open space as trails, native vegetation and lawn areas that are not included in this calculation***

***\*\* Lots H and J include open space as trails, native vegetation and lawn areas that are not included in this calculation***

***\*\*\*Lot K includes open space as trails, native vegetation, and lawn areas, not included in this calculation.***

***The total resort boundary is approximately 1,800 acres. According to the Applicant, recent calculations identify almost half the lands within the resort boundary as unplatted, either as vacant land or golf course open space. Lands southeast of all current development have been preliminarily reviewed and laid out with future lots. The potential developed area consists of approximately 280 acres. The future lot and road layout are expected to occupy approximately 110 acres, leaving approximately 60% of this new area as open space. Other areas of the golf and equestrian center represent the remaining areas of the resort.***

***The Applicant states that the total open space calculation is progressing per the master plan and the requirement for 50% open space will not be compromised. With more than half of the 1800 resort acres not platted, and approximately 45% of platted areas designated as open space in current plats, the project is not in jeopardy of not complying with this requirement.***

***(8) (Goal 5 resources) and (9) (riparian areas) are not affected by the proposed replat of Phase 5 development. Conditions related to protecting riparian vegetation within 100 feet of the Dry River Canyon do not apply to Phase 5 because the area does not include any portion of the Dry River Canyon.***

(10) Dimensional standards were established during the final development plan process.

(11) Except where more restrictive minimum setbacks are called for, the minimum setback from exterior property lines, excluding public or private roadways through the resort, for all development (including structures and site-obscuring fences of over three feet in height but excepting existing buildings and uses) shall be as follows:

(a) Two hundred fifty feet for commercial development listed in CCC 18.116.070, including all associated parking areas;

(b) One hundred feet for visitor-oriented accommodations other than single-family residences, including all associated parking areas;

(c) Twenty-five feet for above-grade development other than that listed in subsections (11)(a) and (b) of this section;

(d) Twenty-five feet for internal roads;

(e) Twenty-five feet for golf courses and playing fields;

(f) Twenty-five feet for jogging trails, nature trails and bike paths where they abut private developed lots, and no setback where they abut public roads and public lands;

(g) The setbacks of this section shall not apply to entry roadways, landscaping, utilities, and signs.

***According to the Applicant, the minimum setbacks for structures and internal roads will be met. The nearest exterior property line is more than one-third mile for the Phase 5 boundary.***

(12) Alterations and nonresidential uses within the 100-year flood plain and alterations and all uses on slopes exceeding 25 percent are allowed only if the applicant submits and the planning commission approves a geotechnical report that demonstrates adequate soil stability and implements mitigation measures designed to mitigate adverse environmental effects.

***There are no mapped flood hazard areas in Phase 5.***

In addition to the criteria in 18.116.040 (standards), the following criteria were included in past tentative plan reviews.

The applicant shall provide a detailed depiction of the final location, surfacing, and size of all trails within a phase prior to preliminary plat approval for each phase of resort development.

***The Applicant has identified paths in Phase 5 to serve the overnight units. Phase 5 is currently served by an existing paved trail that connects to other resort areas. The Applicant stated that trails and paths are an important amenity for destination resort development and showed a map of trails at the hearing. The proposed access to each individual Casita will be provided by a crushed rock trail system within feet of each unit. Access will be via the use of golf carts or other means to assist those occupying the Casitas with their belongings. Similarly, housekeeping and maintenance staff will use the path system as necessary to provide for the visitors. Access will be designed to accommodate emergency vehicles. No additional trails will be located within the area of the replatted Phase 5.***

Site drainage plans shall be designed consistent with the drainage analysis prepared by W&H Pacific (Exhibit T to the Development Plan application) or as amended in consultation with the Crook County planning and or Road Department.

***According to the Applicant, site drainage design has been analyzed and reviewed as part of preliminary plans and a detailed design will be provided with final construction drawings. Site drainage generally includes preservation of natural drainage ways, minimal concentration of stormwater, and stormwater disposal through surface infiltration whenever possible. The Applicant states that they believe these design recommendations are appropriate for the proposed development.***

***Conditions related to internal road networks and approval of a DEQ permit for a wastewater treatment plant have been met.***

#### **CCC 18.116.060 Permitted Uses**

***The use of Phase 5 for overnight lodging is allowed by CCC 18.116.060(1)(a).***

**18.116.080 Application procedures and contents.**

*The Applicant's agent consulted with Community Development staff prior to submitting the application. The proposed plan includes the elements required by 18.116.080(3) including the acreage, the proposed lots, the location of proposed development, the site characteristics, access, and open space. The proposed development will be served by the resort's existing wastewater treatment system and by Avion Water as described in the Final Development Plan. The Final Development Plan also included a solid waste management plan, an open space plan, and a traffic study. Existing trails and pathways to serve the overnight units have been identified. This Phase of the project will be consistent with the Resort's adopted plans.*

**18.116.100 Approval criteria.**

The planning commission or county court shall approve a development plan for a destination resort if it determines that all of the criteria in 18.116.100 are met.

*The replat of Phase 5 is consistent with the Final Development Plan for the Brasada Ranch Resort, approved by the Planning Commission in 2004. Phase 5 is on property included in the 1800- acre destination resort overlay. The proposed overnight uses are allowed as permitted uses in 18.116.060(1).*

*When the destination resort overlay was applied to the subject property, the County found that the development would be reasonably compatible with surrounding land uses and would not cause a significant change in farm or forest practices on surrounding lands or significantly increase the cost of accepted farm or forest practices. The Brasada Ranch Final Development Plan addressed potential impacts to fish and wildlife.*

(a) The traffic study required by CCC 18.116.080(3)(g) illustrates that the proposed development will not significantly affect a transportation facility. A resort development will significantly affect a transportation facility for purposes of this approval criterion if it would, at any point within a 20-year planning period:

- (i) Change the functional classification of the transportation facility;
- (ii) Result in levels of travel or access which are inconsistent with the functional classification of the transportation facility; or
- (iii) Reduce the performance standards of the transportation facility below the minimum acceptable level identified in the applicable transportation system plan (TSP).

(b) If the traffic study required by CCC 18.116.080(3)(g) illustrates that the proposed development will significantly affect a transportation facility, the applicant for the destination

resort shall assure that the development will be consistent with the identified function, capacity, and level of service of the facility.

(c) Where the option of providing transportation facilities is chosen in accordance with subsection (6)(b)(ii) of this section, the applicant shall be required to provide the transportation facilities to the full standards of the affected authority as a condition of approval. Timing of such improvements shall be based upon the timing of the impacts created by the development, as determined by the traffic study or the recommendations of the affected road authority.

***The original approval of the Brasada Resort Final Development Plan included a full traffic assessment. As a result, the developer was required to bond for improvements on Alfalfa Road from the Equine Center north to the Powell Butte Highway. (Improvement Agreement signed December 4, 2013). The required improvements have been made.***

(7) The water and sewer facilities master plan required by CCC 18.116.080(3)(b) illustrates that proposed water and sewer facilities can reasonably serve the destination resort.

***Water for domestic and fire use will be provided to Phase 5 under an existing contract between the Applicant and Avion Water. The resort is served by a water pollution control facility permitted by the Oregon Department of Environmental Quality (permit #102716).***

(8) ***The development complies with other applicable standards of the County zoning code.***

#### **17.16 Tentative Plan**

The Applicant must also demonstrate that they meet the procedural and technical requirements for a tentative plan (Crook County Code Chapter 17.16).

##### **17.16.010 Application Submission**

***The Applicant has complied with the Tentative plan application requirements, including by referencing supplemental materials to describe the proposed Phase 5 replat and by providing adequate detail to allow Crook County review and analysis. Many of the references are compiled in the Phase 1 Tentative Plan notebooks, submitted and approved in 2004.***

##### **17.16.020 Required findings for approval.**

The commission shall not approve an outline development plan or a tentative plan for a proposed subdivision unless the commission finds, in addition to other requirements and standards set forth in this title, that the subdivision as proposed or modified will satisfy the intent of this title relating to subdivision development, the intent and requirements of the applicable zoning regulations, will be in compliance with the comprehensive plan, and the standards set forth in this chapter; such findings shall include the following:

- (1) The subdivision is an effective, efficient and unified treatment of the development possibilities on the project site while remaining consistent with the comprehensive plan relative to orderly development and land use patterns in the area and provides for the preservation of natural features and resources such as streams, lakes, natural vegetation, special terrain features, agricultural and forestlands, and other natural resources.

***Phase 5 is located in the resort core of Brasada Ranch and is situated on a natural ridge. According to the Applicant, the resort core offers a unique ambiance with spectacular mountain views, central to the overall resort development, yet well removed from the exterior perimeter of the resort. Phase 5 is served by an existing paved trail connecting to other resort areas. A trail system weaves throughout the resort on both the north and south side of Alfalfa Road.***

***Agricultural operations will continue in support of equestrian facilities, including grazing and other operations on Brasada Ranch. The proposed development is not expected to interfere with agricultural operations on adjacent properties, as found in approval of the Final Development Plan.***

***Fifty percent of the gross acreage of Brasada Ranch will be preserved as open space, golf course and other open space uses. No natural streams, lakes or water sources exist on the subject property. (Water and irrigation features do exist on the golf course and within other resort areas). Special terrain features and natural vegetation have been preserved and will continue to be evaluated and protected where practical in the establishment of lot lines. Home construction will accommodate natural features on individual lots where appropriate.***

***In summary, the Applicant states that the site plan is effective, efficient and contributes to the orderly development of the property and provides for the preservation of natural features and special terrain.***

- (2) The subdivision will be compatible with the area surrounding the project site and will not create an excessive demand on public facilities and services required to serve the development.

***The Resort's Final Development Plan approval addressed compatibility with the surrounding area. Crook County made findings and determined that destination resort development at Brasada Ranch was compatible with the surrounding area, subject to conditions of approval designed to minimize any potential impacts. As the development of the resort has***

***progressed, the Applicant has demonstrated compliance with each of the original 33 approval conditions, ensuring compatibility with the area surrounding the project site.***

***The destination resort will not create an excessive demand on public facilities and services. The Final Development Plan and subsequent Tentative Plan and Site Plan approvals have addressed domestic water supplies, sewage disposal and transportation facilities. The Applicant has demonstrated that they have existing treatment capacity at the resort's wastewater treatment plant to accommodate additional residential development. The Applicant continues to construct appropriate sewage collection and disposal facilities, extend water lines or develop water supplies to serve Brasada Ranch without impacts on others. The Applicant has mitigated off-site transportation impacts as documented in agreements with Crook County and the Oregon Department of Transportation (ODOT). The Applicant completed the overlay of Alfalfa Road from the resort entrance to the intersection with the Powell Butte Highway and completed installation of the Resort's Sewage Treatment plant.***

- (3) Proof that financing is available to the applicant sufficient to assure completion of the subdivision as proposed or required.

***The Applicant states that they have a record of successful development in Central Oregon and that they have continued investment in Brasada Ranch since acquiring the property.***

- (4) That there will not be any adverse impacts on neighboring properties, natural resource quality, area livability, and public services and facilities.

***Crook County's approval of the Final Development Plan (C-CU-DES-01-03) found that the proposed resort development would not have adverse impacts on neighboring properties, natural resource quality, area livability, or public services and facilities. The replat of Phase 5 is consistent with the County's approved final development plan.***

#### 17.16.030 Outline Development Plan

If an outline development plan is prepared and submitted with the application for a subdivision, it shall include both maps and written statements as set forth in this section. The information shall deal with enough of the area surrounding the proposed subdivision to demonstrate the relationship of the subdivision to adjoining land uses, both existing and allowable under applicable zoning.

- (1) The map(s) which are part of the outline development plan may be in general schematic form, but shall be to scale, and shall contain the following information:

- (a) The existing topographic character of the land.

- (b) Existing and proposed land uses and the approximate location of buildings and other structures on the project site and adjoining lands.
- (c) The character and approximate density of the proposed subdivision.
- (d) The approximate location of streets and roads within and adjacent to the subdivision.
- (e) Public uses including schools, parks, playgrounds, and other public open spaces or facilities.
- (f) Common open spaces and facilities and a description of the proposed use of these spaces or facilities.
- (g) Landscaping, irrigation, and drainage plans.

***The maps submitted with the application address the criteria listed above. The replat includes 8 instead of 11 lots for 32 overnight units (casitas). There are existing amenities in Phase 5 (the adult pool) and no public uses are proposed in this area. Drainage plans will be included in the road and utility construction documents for elements within the right-of-way.***

(2) Written statements which are part of the outline development plan shall contain the following information:

- (a) An explanation of the character of the subdivision and the manner in which it has been planned and will be designed to be in compliance with the comprehensive plan, zoning, and this title.
- (b) A statement and description of all proposed on-site and off-site improvements proposed.
- (c) A statement of the proposed financing for completion of the subdivision as proposed.
- (d) A statement of the present ownership of all the land included within the subdivision.
- (e) A general schedule of development and improvements.
- (f) A statement setting forth expected types of housing and other uses to be accommodated, traffic generation, population, and sectors thereof to be served, and any other information relative to demands on public services and facilities and public needs.
- (g) A statement relative to compatibility with adjoining and area land uses, present and future.



***The Applicant's burden of proof statement outlines the proposed re-plat of Phase 5. The Applicant anticipates that construction on Phase 5 will begin in fall 2021.***

#### **17.16.040 Tentative plan required**

***The Applicant has provided Tentative plan drawings, a burden of proof statement and incorporates, by reference, the previously approved Development Plan, and the Final Development Plan in providing the information required for a tentative plan submittal. The tentative plan complies with the scale requirements of 17.16.050.***

#### **17.16.060 Informational requirements.**

The following information shall be shown on the tentative subdivision plan or provided in accompanying materials. No tentative plan submittal shall be considered "complete" unless all such information is provided:

##### **(1) General Information Required.**

***The Applicant has met all the informational requirements in 17.16.060 including providing the required contact information, the location of proposed lots and other basic information about the development.***

##### **(2) Information Concerning Existing Conditions.**

***The tentative plan provided by the Applicant includes the location, names and widths of streets and roads, location of structures and other features, location of easements, sewer and water lines, and location of contour lines.***

##### **(3) Information Concerning Proposed Subdivision.**

(a) Location, names, width, typical improvements cross-sections, approximate grades, curve radii and lengths of all proposed streets, and the relationship to all existing and projected streets.

(b) Location, width and purpose of all proposed easements or rights-of-way and relationship to all existing easements and rights-of-way.

(c) Location of at least one temporary benchmark within the proposed subdivision boundary.

(d) Location, approximate area and dimensions of each lot, and proposed lot and block numbers.

(e) Location, approximate area and dimensions of any lot, or area proposed for public use, the use proposed, and plans for improvements or development thereof.

(f) Proposed use, location, approximate area and dimensions of any lot which is intended for nonresidential use.

(g) An outline of the area proposed for partial recording is contemplated or proposed.

(h) Source, method, and preliminary plans for domestic and other water supplies, sewage disposal, solid waste disposal, and all utilities.

(i) Description and location of any proposed community facility.

(j) Storm water and other drainage facility plans.

(k) Legal access to proposed subdivision.

***The tentative plan includes location names, width, typical cross sections for improvements including utilities and roads. The plan includes the location, width, and purpose of proposed easements. It also includes the location, dimension, and lot number for each proposed lot.***

**17.16.080 Supplemental information required.**

The following information shall be submitted with the tentative plan for subdivision. If such information cannot be shown practically on the tentative plan of a proposed subdivision, it shall be submitted in separate documents accompanying the plan at the time of filing.

- (1) Proposed deed restrictions or protective covenants, if such are proposed to be utilized for the proposed subdivision.

***According to the Applicant, the same CC&Rs that apply to the original residential phases of the Brasada Ranch development will apply to any residential aspects of Phase 5. The Applicant notes that the current CC&Rs are subject to refinement and finalization as the resort's development proceeds.***

- (2) Two copies of a letter from a water purveyor providing a water supply system serving domestic water or a letter from a licensed well driller or registered engineer.

***The water supply for Brasada Ranch was addressed in approval of the Final Development Plan for the resort. Previous applications incorporated the March 2003 Water Supply System Master Plan, prepared by WH Pacific, Inc. (Phase 1 Tentative Plan). The Master Plan described domestic water consumption, fire protection, irrigation requirements, source facility need, storage sizing and design criteria for the water distribution system.***

***The Final Development Plan application included the Avion Water Company, Inc. agreement and the associated Public Utility Commission approval for the contract with FNF NW BRASADA LLC. Avion Water continues to provide water for fire and domestic uses in all Phases of the Brasada Ranch resort development. In addition, the Oregon Water Resources Department has authorized a water right transfer to permit the use of COID (Central Oregon Irrigation District) agricultural water rights to irrigate the golf course. The Applicant has confirmed that an adequate water supply is available for both domestic and fire uses.***

- (3) Statement from each serving utility company proposed to serve the proposed subdivision stating that each such company is able and willing to serve the proposed subdivision as set forth in the tentative plan, and the conditions and estimated costs of such service shall be set forth.

***According to the Applicant, letters from Central Electric Coop and Brasada Ranch Utility LLC demonstrate commitments to provide power, telephone, and cable service. These were included as Exhibit T in the Phase 1 Tentative Plan application. These utilities continue to serve all phases of the development. Since Phase 1, Cascade Natural Gas has extended lines to Brasada Ranch and now provides natural gas to the development.***

(4) Proposed fire protection system for the proposed subdivision and written approval thereof by the appropriate serving fire protection agency.

***The Water Supply Master Plan and associated Avion Water Company Water Service Agreement describe and assure adequate water for fire protection for the proposed Phase 5. The subject property is located within the Crook County Rural Fire Protection District and the Fire District will be asked to review design plans for Phase 5.***

(5) Title or subdivision guarantee report from a licensed title company stating the record owner(s) of the land proposed to be subdivided and setting forth all encumbrances relative to the subject property.

***The Applicant attached a current Western Title subdivision guarantee Status of Record Title.***

(6) Reasons and justifications for any variances requested to the provisions of this title or any other applicable ordinance or regulation.

***No variances are requested for the Phase 5 replat.***

(7) Every application for division of property shall be accompanied by a water procurement plan approved by the county watermaster or their representative. Such plan shall explain in detail the proposed manner of providing domestic water. If irrigation water is to be provided, the water procurement plan shall also explain the manner of providing such irrigation water.

(8) Where a tract of land has water rights, an application for division of the tract shall be accompanied by a water rights division plan approved by the irrigation district or other water district holding the water rights, or when there is no such district, by the district watermaster or their representative serving the county area. Every plat and tentative plan shall indicate the water right that is to be transferred to each parcel or lot.

***In addition to water provided by Avion Water for fire and domestic water uses, the Central Oregon Irrigation District Board authorized a transfer of irrigation water rights to accommodate golf course and other common area irrigation uses. This transfer has been approved by the Oregon Water Resources Department. The proposed Phase 5 replat does not impact water rights at Brasada Ranch.***

***The Applicant states that the Avion Water Company Inc. contract demonstrates a perpetual supply of domestic water for the project. Avion provides water for fire and domestic use. Hydrants are spaced and pressure is available per 2014 Oregon Fire Code requirements.***

***The Applicant notes that the replat for Brasada Ranch Phase 5 is required to be reviewed by the Central Oregon Irrigation District. No water rights are anticipated to be affected by development of the lots proposed with this phase of development.***

**17.16.090 Approval of tentative subdivision plan.**

(1) Tentative Plan Review. The planning commission shall, within 60 days from the first regular planning commission meeting following submission of a tentative subdivision plan to the planning commission, review the tentative plan and all reports and recommendations of appropriate officials and agencies. The planning commission may approve, modify, or disapprove the tentative plan for the proposed subdivision, and shall set forth findings for said decision.

(2) Tentative Plan Approval. Approval or disapproval of the tentative plan by the planning commission shall be final unless the decision is appealed to the county court.

***The tentative plan was reviewed by the planning commission within 60 days following submission.***

(3) Tentative Plan Approval Relative to Final Plat. Approval of the tentative plan shall not constitute final acceptance of the plat of the proposed subdivision for recording; however, approval of such tentative plan shall be binding upon the county for purposes of the preparation of the plat and the county may require only such changes in the plat as are necessary for compliance with the terms of its approval of the tentative plan for proposed subdivision.

(4) Planning Commission Report. The decision of the planning commission shall be set forth in writing in a formal report and, in the case of approval, be noted on three copies of the tentative plan, including references to any attached documents describing conditions. One copy of the planning commission report shall be sent to the subdivider, one copy sent to the county court, and the planning commission shall retain one copy. Such action shall be completed within five working days of the date of planning commission decision.

***The Planning Commission decision shall be prepared within the time frame established by this section.***

**17.16.100 Specific approval requirements.**

In addition to the requirements set forth by the provisions of this title and applicable local and state regulations, specific requirements for tentative plan approval are as follows:

(1) No tentative plan of a subdivision shall be approved which bears a name using a word which is the same as, similar to or pronounced the same as a word in the name of any other

subdivision in the same county, except the words "town," "city," "place," "court," "addition," or similar words, unless the land platted is contiguous to and platted by the same party that platted the subdivision bearing that name or unless the party files and records the consent of the party that platted the subdivision bearing that name. All plats must continue the lot and block numbers of the plat of the same name, last filed.

***The tentative plan meets requirements of 17.16.100. The Applicant states that they have consistently named plats to include "Brasada Ranch" in plat names.***

(2) No tentative plan for a proposed subdivision shall be approved unless:

(a) The streets and roads are laid out so as to conform to the plats of subdivisions and maps of partitions already approved for adjoining property as to width, improvements, general direction and in all other respects, unless the planning commission determines it is in the public interest to modify the street and road pattern.

(b) Streets and roads to be held for private use are approved by the planning commission and are clearly indicated on the tentative plan and all reservations or restrictions relating to such private streets and roads are set forth thereon, such as ownership and maintenance responsibilities.

(c) The tentative plan complies with the zoning ordinance.

***The Tentative Plan for the replat of Phase 5 shows all adjacent developments. All roads within the Brasada development are held for private use and are maintained by the Developer or the Homeowner's Association. The tentative plan complies with Crook County Code 18.116 (destination resort overlay zone).***

(3) No tentative plan for a proposed subdivision or planned unit development located within the urban growth boundary, but outside the city, shall be approved unless the subject proposal has been submitted to the city planning commission for review and until such time that a written review and recommendation therefrom has been received and considered.

***The subject property is not located within the urban growth boundary and is not subject to City planning commission review.***

**17.20.010 Submission of the final plat.**

***The Applicant has experience preparing final plats and has entered into an agreement with DOWL, a Bend engineering/surveying firm to prepare the final plat consistent with the requirements of 17.20.010 and Oregon Revised Statutes. The final plat for Phase 5 will be recorded upon completion of any required infrastructure for the Phase.***

### **17.36.020 Road Standards**

(1)(a) General. The location, width and grade of streets shall be considered in their relation to existing roads, to topographical conditions, to public convenience and safety, and to the proposed use of land to be served by the road. The road system shall assure an adequate traffic circulation system with intersection angles, grades, tangents and curves appropriate for the traffic to be carried considering the terrain. The proposed road location and pattern shall be shown on a development plan and the arrangement of roads shall either:

***Brasada Ranch and Crook County agreed to road standards for the development in the original Final Development Plan.***

### **17.40.010 Improvement Procedures**

In addition to other land use and permitting requirements, improvements to be installed by an owner and/or developer, either as a requirement of this title, a land use permit, or other applicable regulations, shall conform to the requirements of this chapter.

***The Applicant states that roads and utilities will be completed prior to submitting the final Phase 5 plat for approval. Construction plans are typically reviewed and approved by utility providers, Crook County Fire and Rescue and the Crook County Road Department (although it is noted that the roads in Brasada Ranch are private and not subject to County jurisdiction).***

***In the event that an improvement agreement is required, the Applicant's engineer or contract will prepare an estimate of the cost to complete construction. The Applicant's agent and Crook County legal counsel would then coordinate to determine a bond amount and to finalize an improvement agreement. Again, the need for an improvement agreement and financial security is not anticipated. The Applicant plans to complete infrastructure construction prior to submitting a final plat.***

**COMMENTS:** The Planning Department received two comments at the time of the staff report and forwarded the testimony to the Planning Commission. The two parties submitting written testimony also appeared before the Planning Commission at the June 9, 2021, hearing. Testimony did not relate specifically to the proposed replat of Phase 5 but rather to the Resort's system of trails and conditions of approval related to the trail system. Concerns were raised about safety with increased construction, member and guest traffic, and the need for additional residential paths to separate walkers and cyclists from traffic. They suggested that the Resort had not met their obligation to develop the trail system shown in the original development plan.

The Applicant showed a map of the existing trail system and stated that the trails included a variety of paved walking trails, equestrian trails and unimproved hiking trails. The Applicant also

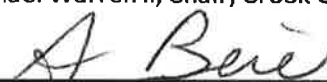
mentioned that there would be an upcoming opportunity for homeowners to meet with the resort developers to discuss trail issues. The Planning Commission discussed the condition for trail development in the original approval. Based on information provided by the Applicant, the Phase 5 replat addresses the requirement for identification of trails in this area of the resort development.

**CONCLUSION:** The required findings have been made and this written narrative and accompanying documentation demonstrate that the application is consistent with the applicable provisions of the Crook County Code. The original Resort approval, the Applicant's application and burden of proof statement and the June 3, 2021, staff report are incorporated by reference. The evidence in the record is substantial and supports approval of the Replat of Brasada Ranch, Phase 5, subject to the conditions of approval set forth in this decision.

The planning commission considered the testimony, the evidence provided, including the application, exhibits, staff report and testimony in reaching a decision to approve the request.

DATED THIS 14 DAY OF June, 2021.

  
 Michael Warren II, Chair, Crook County Planning Commission

  
 Ann Beier, Crook County Planning Director

The above approval may be appealed in writing to the Crook County court no later than 4:00 p.m. on June 28, 2021 (twelve calendar days from the effective date of this approval) on payment of an appeal fee of \$2000.00 plus 20% of the initial application fee. The appellant must also provide written transcripts of the relevant meeting tapes at the appellant's expense.

Appeals must be submitted to the Crook County Planning Department, 300 NE Third Street, Prineville, Oregon, and must be received together with the appeal fee by the Planning Department no later than the above time and date.

Attachment A – Tentative Plan Map – Replat of Phase 5

217-21-000395-PLNG  
 Portion of Replat of  
 Brasada Ranch Phase 5  
 Page 19 of 19

# TENTATIVE DEVELOPMENT PLAN FOR BRASADA RANCH 5 TOWNSHIP 16 SOUTH, RANCH 14 EAST, SECTIONS 27 CROOK COUNTY, OREGON

APPLICANT:  
FIVE IV BRASADA LLC  
BRASADA RANCH DEVELOPMENT  
PO BOX 1215  
REDAWOOD, OREGON 97730

PLANNER/ENGINEER:  
DOWL  
963 SW SIMPSON AVE, SUITE 202  
BEND OREGON 97702  
ADAM@DOWL.COM / 503.635.4772

PROPERTY DATA:  
TAL LOTS 1188 R4/E SECTION 27/20  
LOT 1188 03000 03300 04000 04500 05000 05500 06000  
06500 07000 07500 08000 08500 09000 09500 10000  
T16E S16E SECTION 27 LOT 280 (PART)  
ZONE DESTINATION RESORT OVERLAY  
FNU3

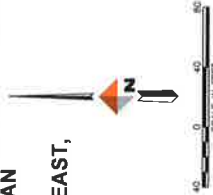
PRESENT USE: VACANT  
PROPOSED USE: PROPOSED LOTS FOR CASITA STYLE  
OVERNIGHT UNITS

WATER: ARIAN  
SEWER: CROOK WATER UTILITIES  
POWER: CENTRAL ELECTRIC COOP  
PHONE: BRASADA RANCH-UTILITY, LLC  
NATURAL GAS: CASCADE NATURAL GAS  
SCHOOL DISTRICT: CROOK COUNTY SCHOOL DISTRICT  
MAP: CROOK COUNTY FIRE AND RESCUE  
STORMWATER: ON SITE INFILTRATION  
TOPOGRAPHY: NATIVE VEGETATION  
AND ROCK

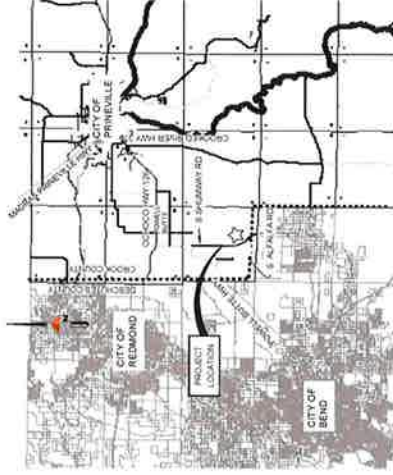
THESE ARE NO KNOWN NATURAL HAZARDS OR LOCALLY  
OCCURRING NATURAL RESOURCES DESIGNATED AS HAZARDOUS OR  
UNUSUALLY SENSITIVE TO DEVELOPMENT.

NOTE:  
CONCEPTUAL LOT LINES ARE SHOWN BUT ARE SUBJECT  
TO CHANGE WITH TENTATIVE PLAN APPROVALS.  
THE NUMBER OF LOTS IS ALSO SUBJECT TO CHANGE

SHEET INDEX	SHEET NO.	TITLE
TP1.0	COVER SHEET	
TP1.1	NOTES AND SECTIONS	
TP1.2	STANDARD DETAILS	
TP1.3	TENTATIVE PROPOSED PLAN	
TP1.4	TENTATIVE SITE PLAN	
TP1.5	TENTATIVE SITE PLAN	
TP1.6	TENTATIVE SITE PLAN	



SITE PLAN  
SCALE: 1" = 40'



VICINITY MAP  
1" = 500'

NORTHVIEW HOTEL GROUP  
PHASE 5 TENTATIVE SUBDIVISION PLAN BRASADA RANCH  
COVER SHEET  
CROOK COUNTY, OREGON

DOWL  
963 SW SIMPSON AVE, SUITE 202  
BEND, OREGON 97702  
ADAM@DOWL.COM / 503.635.4772

PRELIMINARY

PROJECT: 1188 R4/E SECTION 27/20  
DATE: 05/12/2021  
SHEET: 1 OF 6

TP1.0  
1 OF 6





## Request to place business before the Crook County Court

**Important Note:** The County Court is the legislative, policy-setting body of Crook County. Matters which come before the Court should as a general rule be those of general concern to Crook County residents and Crook County. Administrative matters which are the purview of individual departments will be placed on the agenda at the request of the Department Head. By completing this form, you are asking to be placed on the agenda.

Deadlines: To appear at a Work Session your request and all documentation must be submitted the Thursday before at 5:00 pm. To appear at a Regular County Court Meeting your request and all documentation must be submitted the Wednesday before at 12:00 pm.

Please return this form to Crook County Administration Office via  
Email: [amy.albert@co.crook.or.us](mailto:amy.albert@co.crook.or.us) or Mail: 300 NE 3<sup>rd</sup> St., Prineville OR 97754

Your name: Christine Klein Date of Request: 10/26/2021  
Email: kleinc@aks-eng.com Phone: 541-317-8429  
Address (optional): \_\_\_\_\_

1. What is the date of the Court meeting you would like to appear at? 11/03/2021
2. Describe the matter to be placed before the Court: Ochoco Pointe Phase 4 Plat for signatures.
3. What action are you requesting that the Court take? Approve and sign plat mylars.
4. What is the cost involved with your request, if applicable? n/a
5. Have you asked the County for a fee waiver before? If yes, when? \_\_\_\_\_
6. Please estimate the time required for your presentation.  
☒ 5 minutes      ☐ 10 minutes      ☐ 15 minutes      ☐ other \_\_\_\_\_ minutes
7. Are you (or will you be) represented by legal counsel?  
 Yes (please name your attorney) \_\_\_\_\_  
No, I am not currently represented. (Note: it is your obligation to advise the Court if at any time you retain legal counsel to assist you in this matter.)
8. If you have a physical disability and require an accommodation, please specify your need:  
n/a

### Administrative Section

Date Received: \_\_\_\_\_

Date Reviewed by Court: \_\_\_\_\_

FY Budget: \_\_\_\_\_

County Court: Approved/Denied

**PREPARED FOR**

OCHOCO THREE LIMITED PARTNERSHIP  
1021 WEST HASTINGS STREET, #1200  
VANCOUVER, BC V6E0CE

**OCHOCO POINTE, PHASE 4**

BEING A REPLAT OF TRACT B OF "OCHOCO POINTE, PHASE 3", LOCATED IN THE  
SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 32,  
TOWNSHIP 14 SOUTH, RANGE 16 EAST, WILLAMETTE MERIDIAN,  
CITY OF PRINEVILLE, CROOK COUNTY, OREGON  
SUB 04-01

**SHEET INDEX**

1. SURVEYOR'S CERTIFICATE, SURVEY NARRATIVE, DECLARATION AND DEDICATION, ACKNOWLEDGEMENT, ASSESSOR'S CERTIFICATES, PLAT NOTES, APPROVALS AND RECORDING INFORMATION
2. PLAT BOUNDARY
3. LOTS 196-215, TRACTS 'J' AND 'K'
4. LOTS 185-195, AND LOTS 216-222

**NARRATIVE**

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE AND MONUMENT TRACT B, OF "OCHOCO POINTE, PHASE 3", CROOK COUNTY RECORDS. THE BASIS OF BEARINGS IS THE EAST LINE OF SAID TRACT B, BEING S00°41'02"W.

**POST MONUMENT NOTE**

AS PER O.R.S. 92.070(2), I ALSO CERTIFY THAT THE POST MONUMENTATION OF THE INTERIOR MONUMENTS WITHIN THIS SUBDIVISION WILL BE ACCOMPLISHED WITHIN 90 CALENDAR DAYS FOLLOWING THE COMPLETION OF PAVING IMPROVEMENTS OR ONE YEAR FOLLOWING THE ORIGINAL PLAT RECORDATION, WHICHEVER COMES FIRST, IN ACCORDANCE WITH O.R.S. 92.060.

Michael S. Kalina  
MICHAEL S. KALINA  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 89558

INTERIOR MONUMENTS SET \_\_\_\_\_, 20\_\_ PER AFFIDAVIT OF MONUMENTATION  
RECORDED AT INSTRUMENT NO. \_\_\_\_\_ DATE \_\_\_\_\_, 20\_\_.

**NOTES**

1. THERE ARE NO WATER RIGHTS ASSOCIATED WITH THIS PROPERTY.
2. THIS PLAT IS SUBJECT TO A SANITARY SEWER EASEMENT AS SHOWN ACROSS TRACT B OF "OCHOCO POINTE, PHASE 3", CROOK COUNTY RECORDS, A PORTION OF SAID EASEMENT LIES WITHIN NE ROSEMONT STREET RIGHT-OF-WAY AND IS GRAPHICALLY SHOWN ON SHEET 2. THE REMAINDER OF SAID EASEMENT LIES WITHIN TRACT 'K' AS SHOWN HEREIN.

**SURVEYOR'S CERTIFICATE**

I, MICHAEL S. KALINA, HEREBY SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS, THE LANDS SHOWN ON THE ANNEXED MAP OF "OCHOCO POINTE, PHASE 4", BEING A REPLAT OF TRACT B OF "OCHOCO POINTE, PHASE 3", RECORDS OF CROOK COUNTY, OREGON, SITUATED IN THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 14 SOUTH, RANGE 16 EAST, WILLAMETTE MERIDIAN, CITY OF PRINEVILLE, CROOK COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT B OF "OCHOCO POINTE, PHASE 3", RECORDS OF CROOK COUNTY, OREGON.

CONTAINS 7.659 ACRES, MORE OR LESS.

**DECLARATION AND DEDICATION**

KNOW ALL PERSONS BY THESE PRESENTS THAT OCHOCO THREE LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP, IS THE OWNER OF THE LAND SHOWN ON THE ANNEXED MAP AND PARTICULARLY DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE, AND HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, AND PLATTED INTO LOTS, TRACTS, AND PUBLIC STREETS AS SHOWN ON THIS PLAT IN ACCORDANCE WITH THE PROVISIONS OF THE OREGON REVISED STATUTES CHAPTER 92;

AND FURTHER DEDICATES TO THE PUBLIC FOREVER, FOR ROAD AND UTILITY PURPOSES, THE STREET RIGHT-OF-WAYS OF NE HENRY DRIVE AND NE ROSEMONT STREET AS SHOWN HEREIN;

AND FURTHER DEDICATES TO THE PUBLIC FOREVER, THE 8.00-FOOT PUBLIC UTILITY EASEMENTS (PUE) AS SHOWN AND NOTED HEREIN AS EASEMENT AREAS FOR THE INSTALLATION AND MAINTENANCE OF UNDERGROUND UTILITY SERVICES AND THEIR ABOVE GROUND APPURTENANCES;

AND FURTHER CREATES PRIVATE DRAINAGE EASEMENTS ALONG THE LOT LINES AS SHOWN, OR NOTED, HEREIN;

AND FURTHER GRANTS TO THE CITY OF PRINEVILLE, A DRAINAGE EASEMENT OVER THE ENTIRETY OF TRACT 'J';

AND FURTHER GRANTS TO THE CITY OF PRINEVILLE, A DRAINAGE EASEMENT OVER THE ENTIRETY OF TRACT 'K';

AND FURTHER DEDICATES A PUBLIC ACCESS EASEMENT OVER THE ENTIRETY OF TRACT 'K';

AND DOES HEREBY SUBMIT FOR APPROVAL AND RECORD THE PLAT OF "OCHOCO POINTE, PHASE 4", HENCEFORTH TO BE SO KNOWN.

BY: OCHOCO THREE LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP

ENDER ILKAY, PRESIDENT OF OP GENERAL LLC, ITS GENERAL PARTNER

Oct. 18, 2021  
DATE

**APPROVALS**

THE PLAT OF OCHOCO POINTE, PHASE 4 HAS BEEN APPROVED BY:

Hyang R. Khr 10/4/21  
CROOK COUNTY SURVEYOR: DATE CITY OF PRINEVILLE MAYOR DATE

CITY OF PRINEVILLE PUBLIC WORKS DIRECTOR DATE CITY OF PRINEVILLE PLANNING DIRECTOR DATE

CROOK COUNTY FIRE AND RESCUE FIRE CHIEF DATE OCHOCO IRRIGATION DISTRICT DATE

CROOK COUNTY ASSESSOR DATE CROOK COUNTY JUDGE DATE

CITY OF PRINEVILLE RECORDER DATE CROOK COUNTY COMMISSIONER DATE

CITY OF PRINEVILLE PLANNING COMMISSION DATE CROOK COUNTY COMMISSIONER DATE

APPROVAL BY THE CROOK COUNTY COURT CONSTITUTES ACCEPTANCE OF THE DEDICATIONS TO THE PUBLIC ONLY AND DOES NOT CONSTITUTE A LAND USE APPROVAL.

**ASSESSOR'S CERTIFICATE**

I HEREBY CERTIFY THAT ALL AD VALOREM TAXES, SPECIAL ASSESSMENTS, FEES AND OTHER CHARGES, AS REQUIRED BY ORS 92.095 TO BE PLACED ON THE 2020-2021 TAX ROLL, WHICH HAVE BECOME A LIEN OR WILL BECOME A LIEN DURING THIS TAX YEAR, HAVE BEEN PAID TO ME.

CROOK COUNTY ASSESSOR: \_\_\_\_\_ DATE

I HEREBY CERTIFY THAT ALL TAXES HAVE BEEN PAID AS OF THIS DATE

CROOK COUNTY TAX COLLECTOR: \_\_\_\_\_ DATE

**RECORDATION - SURVEYOR**

STATE OF OREGON } SS  
COUNTY OF CROOK }  
I CERTIFY THAT THE WITHIN INSTRUMENT WAS  
RECEIVED FOR RECORD ON THE \_\_\_\_ DAY OF  
\_\_\_\_\_, A.D. 20\_\_\_\_, AND  
RECORDED IN SURVEYS # \_\_\_\_\_  
RECORDS OF SAID COUNTY.  
GREGORY R. KELSO,

CROOK COUNTY SURVEYOR

**RECORDATION - CLERK**

STATE OF OREGON } SS  
COUNTY OF CROOK }  
I CERTIFY THAT THE WITHIN INSTRUMENT WAS  
RECEIVED FOR RECORD ON THE \_\_\_\_ DAY OF  
\_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_.M.,  
AND RECORDED IN  
RECORDS OF SAID COUNTY MF NO. \_\_\_\_\_  
CHERYL SEELY, CROOK COUNTY CLERK

BY: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF Oregon )  
COUNTY OF Deschutes ) SS

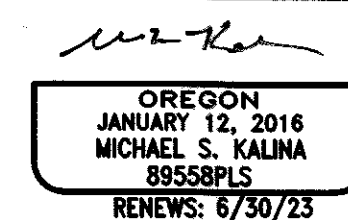
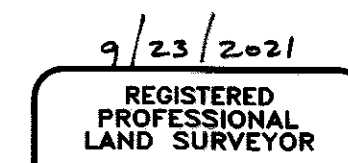
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 18 DAY OF October,  
2021 BY ENDER ILKAY, PRESIDENT OF MIGHTY RIVER HOLDINGS, INC., THE MANAGER OF OP  
GENERAL, LLC, THE GENERAL PARTNER OF OCHOCO THREE LIMITED PARTNERSHIP.

SIGNATURE Sara K. Morris

NOTARY PUBLIC Sara Kathleen Morris

COMMISSION NUMBER 991089

MY COMMISSION EXPIRES September 08, 2023



JOB NAME: OCHOCO POINTE  
JOB NUMBER: 6221  
DRAWN BY: JAC  
CHECKED BY: MSK  
DRAWING NO.: 6221 PHASE 4

AKS ENGINEERING & FORESTRY, LLC  
12965 SW HERMAN RD, STE 100  
TUALATIN, OR 97062  
503.563.6151  
WWW.AKS-ENG.COM



ENGINEERING · SURVEYING · NATURAL RESOURCES  
FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE

# OCHOCO POINTE, PHASE 4

BEING A REPLAT OF TRACT B OF "OCHOCO POINTE,  
PHASE 3", LOCATED IN THE SOUTH ONE-HALF OF THE  
NORTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP  
14 SOUTH, RANGE 16 EAST, WILLAMETTE MERIDIAN,  
CITY OF PRINEVILLE, CROOK COUNTY, OREGON  
SUB 04-01

## REFERENCES

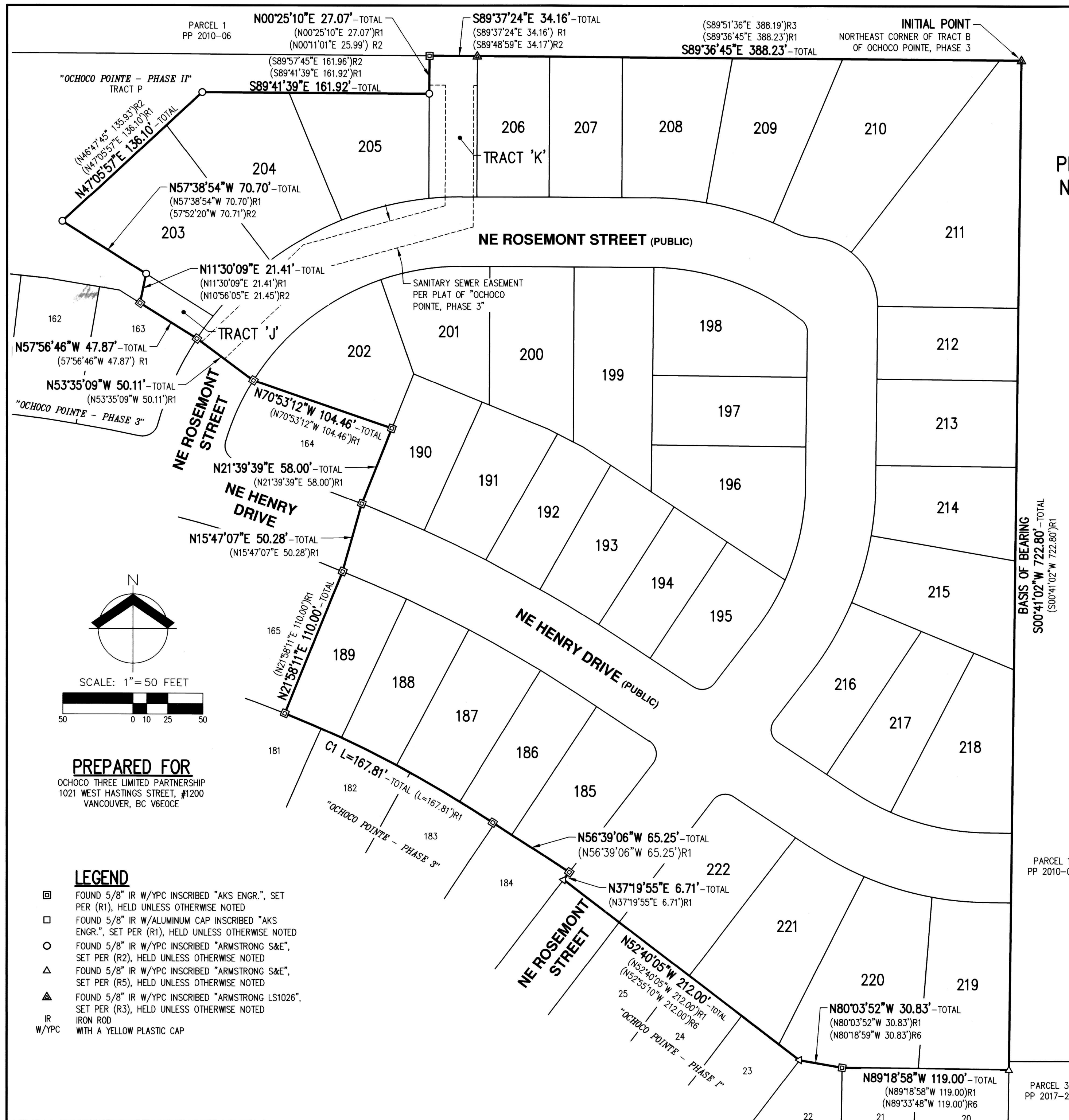
- (R1) "OCHOCO POINTE, PHASE 3" BY MICHAEL S. KALINA, CROOK COUNTY SURVEY NO. 4384, RECORDED 01/30/2020  
(R2) "OCHOCO POINTE-P.U.D.-PHASE II" BY GREGORY R. KELSO, CROOK COUNTY SURVEY NO. 2656, RECORDED 11/30/2006  
(R3) PARTITION PLAT NO. 1997-02 BY DAVID B. ARMSTRONG, CROOK COUNTY SURVEY NO. 1638, RECORDED 01/23/1997  
(R5) PARTITION PLAT NO. 2017-20 BY SCOTT C. BOLDUC, CROOK COUNTY SURVEY NO. 4237, RECORDED 10/02/2017  
(R6) "OCHOCO POINTE-P.U.D.-PHASE 1" BY GREGORY R. KELSO, CROOK COUNTY SURVEY 2443, RECORDED 04/20/2005

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	845.00'	11°22'43"	167.81'	S62°20'28"E 167.54'
R1	(845.00')	(11°22'43")	(167.81')	(S62°20'28"E 167.54')

9/23/2021  
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JANUARY 12, 2016  
MICHAEL S. KALINA  
89558PLS  
RENEWS: 6/30/23

JOB NAME:	OCHOCO POINTE	AKS ENGINEERING & FORESTRY, LLC 12965 SW HERMAN RD, STE 100 TUALATIN, OR 97062 503.563.6151 WWW.AKS-ENG.COM  ENGINEERING · SURVEYING · NATURAL RESOURCES FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE
JOB NUMBER:	6221	
DRAWN BY:	JAC	
CHECKED BY:	MSK	
DRAWING NO.:	6221 PHASE 4	



PREPARED FOR  
OCHOCO THREE LIMITED PARTNERSHIP  
1021 WEST HASTINGS STREET, #1200  
VANCOUVER, BC V6E0CE

## LEGEND

- FOUND 5/8" IR W/YPC INSCRIBED "AKS ENGR.", SET PER (R1), HELD UNLESS OTHERWISE NOTED
- FOUND 5/8" IR W/ALUMINUM CAP INSCRIBED "AKS ENGR.", SET PER (R1), HELD UNLESS OTHERWISE NOTED
- FOUND 5/8" IR W/YPC INSCRIBED "ARMSTRONG S&E", SET PER (R2), HELD UNLESS OTHERWISE NOTED
- △ FOUND 5/8" IR W/YPC INSCRIBED "ARMSTRONG S&E", SET PER (R5), HELD UNLESS OTHERWISE NOTED
- ▲ FOUND 5/8" IR W/YPC INSCRIBED "ARMSTRONG LS1026", SET PER (R3), HELD UNLESS OTHERWISE NOTED
- IR IRON ROD
- W/YPC WITH A YELLOW PLASTIC CAP



AKS ENGINEERING & FORESTRY, LLC  
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TUALATIN, OR 97062  
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FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE

JOB NAME: OCHOCO POINTE  
JOB NUMBER: 6221  
DRAWN BY: JAC  
CHECKED BY: MSK  
DRAWING NO.: 6221 PHASE 4

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OCHOCO POINTE, PHASE 4

BEING A REPLAT OF TRACT B OF "OCHOCO POINTE, PHASE 3", LOCATED IN THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 14 SOUTH, RANGE 16 EAST, WILLAMETTE MERIDIAN, CITY OF PRINEVILLE, CROOK COUNTY, OREGON

SUB 04-01

SHEET 3 OF 4

LEGEND

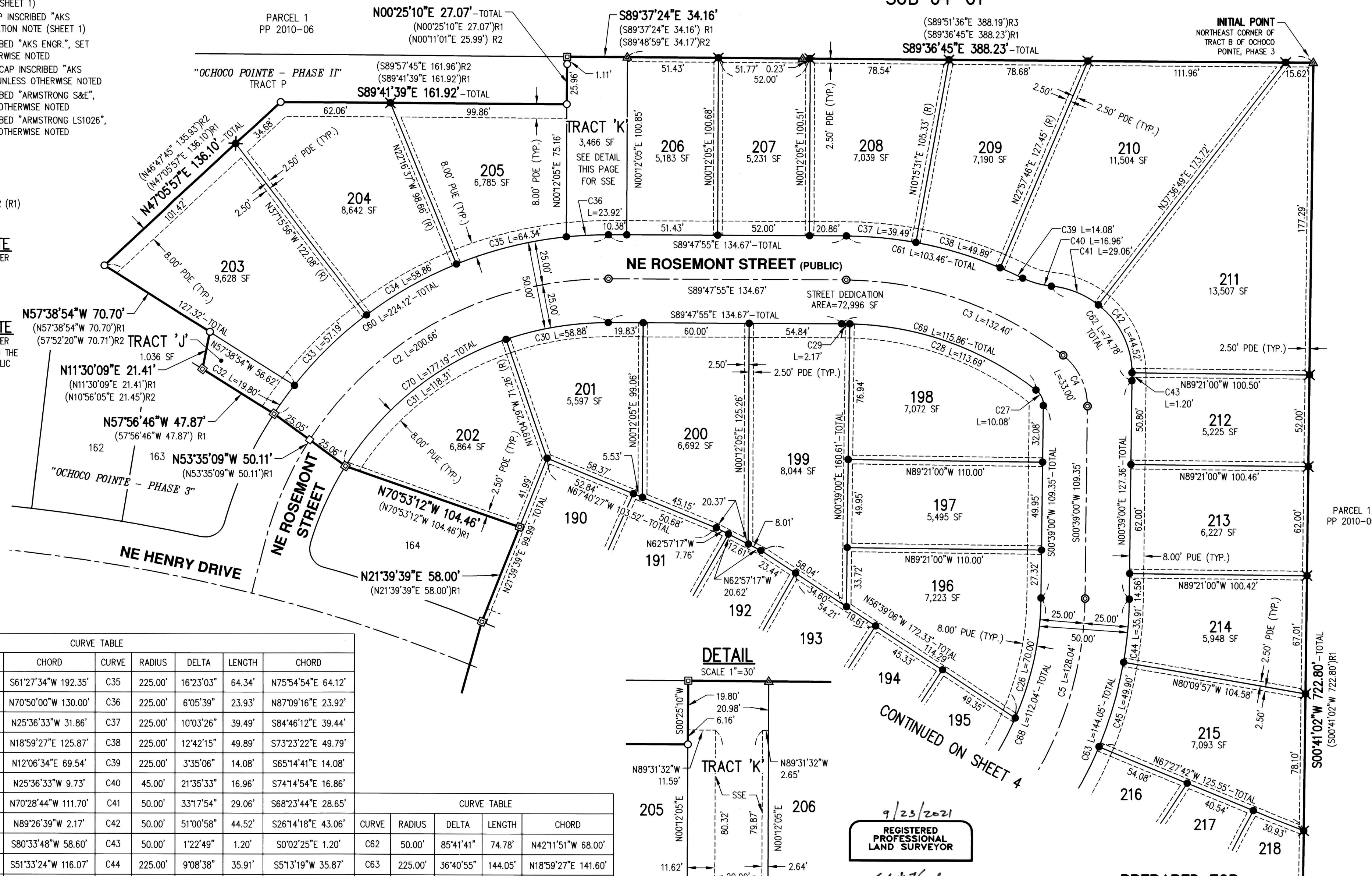
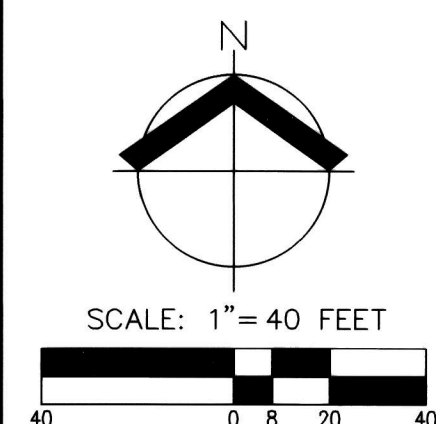
- SET 5/8" IR W/YPIC INSCRIBED "AKS ENGR."
- SET 5/8" IR W/YPIC INSCRIBED "AKS ENGR." PER POST MONUMENTATION NOTE (SHEET 1)
- SET 5/8" IR W/ALUMINUM CAP INSCRIBED "AKS ENGR." PER POST MONUMENTATION NOTE (SHEET 1)
- FOUND 5/8" IR W/YPIC INSCRIBED "AKS ENGR.", SET PER (R1), HELD UNLESS OTHERWISE NOTED
- FOUND 5/8" IR W/ALUMINUM CAP INSCRIBED "AKS ENGR.", SET PER (R1), HELD UNLESS OTHERWISE NOTED
- FOUND 5/8" IR W/YPIC INSCRIBED "ARMSTRONG S&E", SET PER (R2), HELD UNLESS OTHERWISE NOTED
- FOUND 5/8" IR W/YPIC INSCRIBED "ARMSTRONG LS1026", SET PER (R3), HELD UNLESS OTHERWISE NOTED
- IRON ROD
- WITH A YELLOW PLASTIC CAP
- PUBLIC UTILITY EASEMENT
- PRIVATE DRAINAGE EASEMENT
- TYPICAL
- RADIAL
- SANITARY SEWER EASEMENT PER (R1)

TRACT 'J' EASEMENT NOTE

AN EASEMENT FOR DRAINAGE PURPOSES OVER THE ENTIRETY OF TRACT 'J' IS GRANTED TO THE CITY OF PRINEVILLE WITH THIS PLAT.

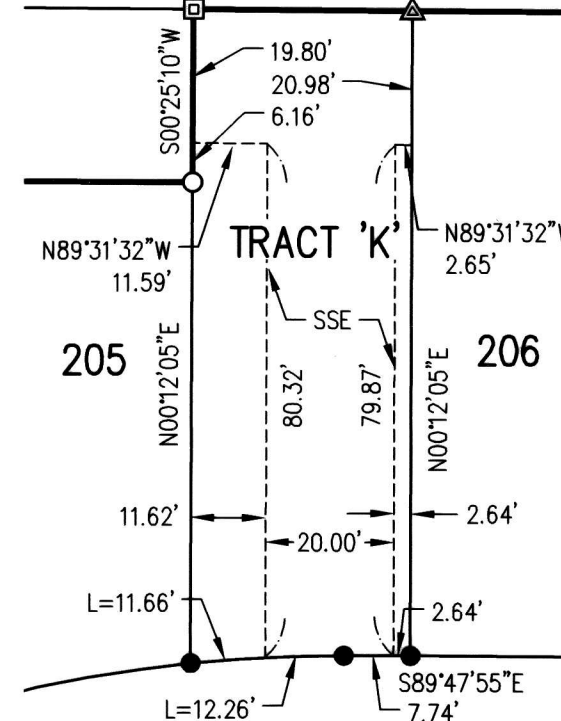
TRACT 'K' EASEMENT NOTE

AN EASEMENT FOR DRAINAGE PURPOSES OVER THE ENTIRETY OF TRACT 'K' IS GRANTED TO THE CITY OF PRINEVILLE WITH THIS PLAT. A PUBLIC ACCESS EASEMENT IS DEDICATED OVER THE ENTIRETY OF TRACT 'K' WITH THIS PLAT.



DETAIL

SCALE 1"=30'



9/23/2021

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JANUARY 12, 2016  
MICHAEL S. KALINA  
89558PLS  
RENEW: 6/30/23

PREPARED FOR

OCHOCO THREE LIMITED PARTNERSHIP  
1021 WEST HASTINGS STREET, #1200  
VANCOUVER, BC V6EOCE

CURVE TABLE									
CURVE	RADIUS	DELTA	LENGTH	CHORD	CURVE	RADIUS	DELTA	LENGTH	CHORD
C2	200.00'	57°29'04"	200.66'	S61°27'34"W 192.35'	C35	225.00'	16°23'03"	64.34'	N75°54'54"E 64.12'
C3	200.00'	37°55'50"	132.40'	N70°50'00"W 130.00'	C36	225.00'	6°05'39"	23.93'	N87°09'16"E 23.92'
C4	36.00'	52°31'05"	33.00'	N25°36'33"W 31.86'	C37	225.00'	10°03'26"	39.49'	S84°46'12"E 39.44'
C5	200.00'	36°40'55"	128.04'	N18°59'27"E 125.87'	C38	225.00'	12°42'15"	49.89'	S73°23'22"E 49.79'
C26	175.00'	22°55'08"	70.00'	N12°06'34"E 69.54'	C39	225.00'	3°35'06"	14.08'	S65°14'41"E 14.08'
C27	11.00'	52°31'05"	10.08'	N25°36'33"W 9.73'	C40	45.00'	21°35'33"	16.96'	S74°14'54"E 16.86'
C28	175.00'	37°13'18"	113.69'	N70°28'44"W 111.70'	C41	50.00'	33°17'54"	29.06'	S68°23'44"E 28.65'
C29	175.00'	0°42'32"	2.17'	N89°26'39"W 2.17'	C42	50.00'	51°00'58"	44.52'	S26°14'18"E 43.06'
C30	175.00'	19°16'34"	58.88'	S80°33'48"W 58.60'	C43	50.00'	1°22'49"	1.20'	S0°02'25"E 1.20'
C31	175.00'	38°44'13"	118.31'	S51°33'24"W 116.07'	C44	225.00'	9°08'38"	35.91'	S51°31'19"W 35.87'
C32	225.00'	5°02'30"	19.80'	N35°38'58"E 19.79'	C45	225.00'	12°42'24"	49.90'	S16°08'50"W 49.80'
C33	225.00'	14°33'51"	57.19'	N45°27'08"E 57.04'	C60	225.00'	57°04'22"	224.12'	S61°39'54"W 214.97'
C34	225.00'	14°59'19"	58.86'	N60°13'43"E 58.69'	C61	225.00'	26°20'47"	103.46'	N76°37'31"W 102.55'



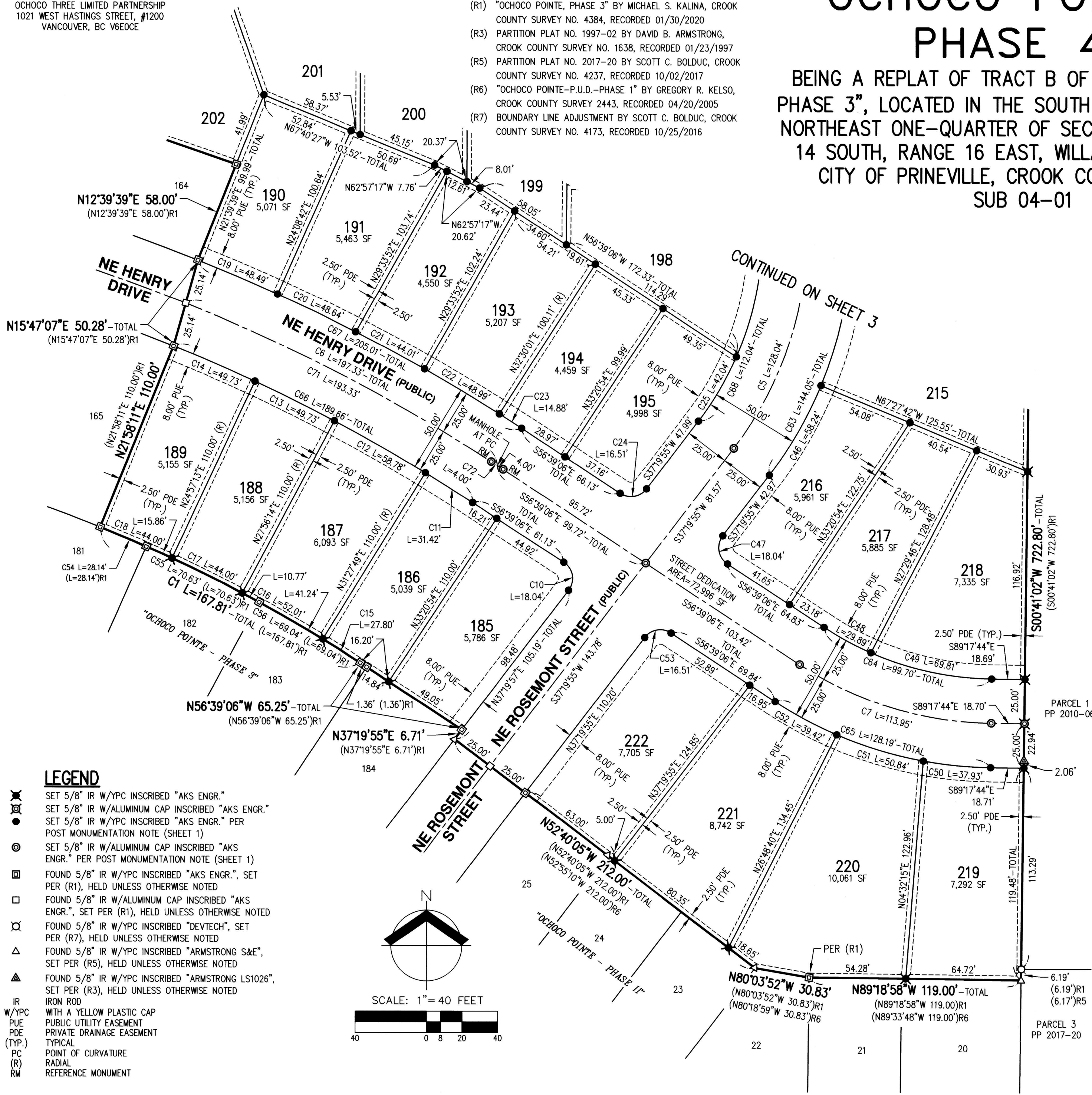
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SUB 04-01

PREPARED FOR  
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(R7) BOUNDARY LINE ADJUSTMENT BY SCOTT C. BOLDUC, CROOK COUNTY SURVEY NO. 4173, RECORDED 10/25/2016



CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	845.00'	11°22'43"	167.81'	S62°20'28"E 167.54'
R1	(845.00')	(11°22'43")	(167.81')	(S62°20'28"E 167.54')
C5	200.00'	36°40'55"	128.04'	N18°59'27"E 125.87'
C6	980.00'	11°32'13"	197.33'	N62°25'12"W 197.00'
C7	200.00'	32°38'38"	113.95'	N72°58'25"W 112.41'
C10	11.00'	93°59'01"	18.04'	N9°39'35"W 16.09'
C11	955.00'	1°53'05"	31.42'	N57°35'38"W 31.41'
C12	955.00'	3°31'35"	58.78'	N60°17'59"W 58.77'
C13	955.00'	2°59'01"	49.73'	N63°33'17"W 49.72'
C14	955.00'	2°59'02"	49.73'	N66°32'18"W 49.73'
C15	845.00'	1°53'05"	27.80'	N57°35'39"W 27.80'
C16	845.00'	3°31'35"	52.01'	N60°17'59"W 52.00'
C17	845.00'	2°59'02"	44.00'	N63°33'17"W 44.00'
C18	845.00'	2°59'01"	44.00'	N66°32'18"W 44.00'
C19	1005.00'	2°45'52"	48.49'	S66°57'25"E 48.49'
C20	1005.00'	2°46'22"	48.64'	S64°11'18"E 48.63'
C21	1005.00'	2°30'32"	44.01'	S61°32'51"E 44.00'
C22	1005.00'	2°47'36"	48.99'	S58°53'47"E 48.99'
C23	1005.00'	0°50'53"	14.88'	S57°04'32"E 14.88'
C24	11.00'	86°00'59"	16.51'	N80°20'25"E 15.01'
C25	175.00'	13°45'47"	42.04'	N30°27'01"E 41.94'
C46	225.00'	14°49'53"	58.24'	S29°54'58"W 58.08'
C47	11.00'	93°59'01"	18.04'	S9°39'35"E 16.09'
C48	175.00'	9°47'12"	29.89'	N61°32'42"W 29.86'
C49	175.00'	22°51'26"	69.81'	N77°52'01"W 69.35'
C50	225.00'	9°39'29"	37.93'	N84°28'00"W 37.88'
C51	225.00'	12°56'51"	50.84'	N73°09'49"W 50.74'
C52	225.00'	10°02'18"	39.42'	N61°40'15"W 39.37'
C53	11.00'	86°00'59"	16.51'	S80°20'25"W 15.01'
C54	845.00'	1°54'29"	28.14'	N67°04'35"W 28.14'
R1	(845.00')	(1°54'29")	(28.14')	(N67°04'35"W 28.14')
C55	845.00'	4°47'21"	70.63'	N63°43'39"W 70.61'
R1	(845.00')	(4°47'21")	(70.63')	(N63°43'39"W 70.61')
C56	845.00'	4°40'53"	69.04'	N58°59'32"W 69.02'
R1	(845.00')	(4°40'53")	(69.04')	(N58°59'32"W 69.02')
C63	225.00'	36°40'55"	144.05'	N18°59'27"E 141.60'
C64	175.00'	32°38'38"	99.70'	N72°58'25"W 98.36'
C65	225.00'	32°38'38"	128.19'	S72°58'25"E 126.47'
C66	955.00'	11°22'43"	189.66'	S62°20'27"E 189.35'
C67	1005.00'	11°41'15"	205.01'	N62°29'43"W 204.65'
C68	175.00'	36°40'55"	112.04'	S18°59'27"W 110.13'
C71	980.00'	11°18'11"	193.33'	N62°32'13"W 193.02'
C72	980.00'	0°14'02"	4.00'	N56°46'07"W 4.00'

9/23/2021  
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
MICHAEL S. KALINA  
89558PLS  
OREGON  
JANUARY 12, 2016  
RENEWS: 6/30/23

JOB NAME: OCHOCO POINTE  
JOB NUMBER: 6221  
DRAWN BY: JAC  
CHECKED BY: MSK  
DRAWING NO.: 6221 PHASE 4

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## Crook County Commissioners Briefing Paper

Ochoco National Forest & Crooked River National Grassland

November 3, 2021

### **PRESCRIBED BURNING PROGRAM**

Approximately 83% of the Ochoco NF landscape can be described as having a moderate to high departure from historic conditions as it relates to vegetation condition classes and associated fire regimes. Goals of hazardous fuels reduction treatments on the Ochoco NF focus on moving these landscapes to a more representative condition of historic values. Between October 1, 2020 and October 1, 2022 targeted prescribed burning efforts resulted in approximately 10,223 acres treated. Fuels specialists are planning for up to 5,000 acres of prescribed fire on the forest this fall.

The Marks Creek Prescribed Burn executed in the spring consisted of two units, for a total of 625 acres, located between the Desolation Fire Scar (2017) and the private property boundary along the Mark's Creek community on the North side of Highway 26. The main objective of the burn was to remove hazardous fuel build-up on the forest that was adjacent to homes and associated infrastructure to not only improve the forest condition but also help protect our communities.

The COVID-19 pandemic and resulting mitigations have created unique challenges for our hazardous fuel reduction efforts, such as increased scrutiny on smoke management and air quality. Additionally, the increased demand for firefighting resources to support the national wildfire suppression effort, and fire seasons that lengthen each year have reduced the number of resources available for prescribed fire implementation when conditions reach the burn prescription.

### **Great American Outdoors Act (GAOA)/Infrastructure Updates**

The Ochoco and the Grassland have been funded from the FY21 GAOA request in two ways. We have been included in the Regional Developed Recreation Bundle that is supporting numerous Forests in WA and OR. The Ochoco is expecting 87 fire rings and 95 picnic table for our busiest campgrounds. We are partnering with the Heart of Oregon and Americorp to move and install all the new furniture.

The second project is rehabilitating 9.6 miles of Forest Road 42 that is very poor condition with extensive thermal cracking. This project would consist of grinding old asphalt, removal/reuse of grindings, add base rock, new pavement and striping. Forest Road 42 has the 2nd highest traffic of all roads on the Ochoco National Forest. It serves as the primary access and haul route for timber sales, fire suppression, grazing permittees and cattle haul, and private inholdings contributing to the economic stability of local communities. The road also serves as the main access road to Cold Spring Recreation Rental, Deep Creek Campground and the furthest east sections of the Ochoco National Forest. This project will improve visitor access and public safety. Phase 1 was delayed due to Fire IFPL4 levels late this summer so will be implemented with Phase 2 in the spring of 2022.

Funding for FY22 GAOA requests are tied to the Congressional Budget which still needs to be approved and passed. The project we are expecting is tied to Forest wide cattle guard repairs and replacements. The Range improvements are designed to improve forage production and vegetation composition.

These improvements will distribute use, provide water, stabilize soil & hydrology conditions, and improve habitat for fish and wildlife. This project will provide safe passage of vehicles over cattle guards and will keep livestock within designated areas for range management.

## PROJECT PLANNING UPDATES

### Frog Fire Roadside Danger Tree Mitigation

#### *Decision Memo Issued*

The Lookout Mountain Ranger District of the Ochoco National Forest has completed the felling and removal of fire-killed roadside danger trees along approximately 13 miles of Forest Service roads in the Frog wildfire area. On August 16, 2020, the Frog wildfire started by lightning and burned 4,020 total acres, including 928 acres of private land, 0 acres BLM land and 3092 acres Forest Service land. The area is approximately 8 miles south of Post, Oregon in Crook County.

The wildfire resulted in numerous dead and damaged trees adjacent to Forest Service system roads. These dead and damaged trees are a danger to the public and Forest Service personnel as they have the potential to fall into roadways. Felling and removal would be limited to trees rated as imminent danger trees or trees that are likely to die within three years and would become danger trees. The Forest issued a scoping notice in October 2020 and signed a final Decision Memo on November 2, 2020.

The Forest is now completing environmental analysis for reforestation of the fire area. A Decision Memo is expected this winter to authorizing planting.

### Ochoco Wild Horse Herd Management Plan

*On May 7, 2021 the Ochoco National Forest released a Final Environmental Assessment (EA) and Decision Notice / Finding of No Significant Impact (FONSI).*

Following an administrative review process during which fourteen individuals or organizations submitted objections to the proposed selection of Alternative 2 of the Ochoco Wild Horse Herd Management Plan Environmental Assessment, the Forest signed the Final Decision Notice selecting Modified Alternative 2. The selected alternative provides an updated plan based on current conditions with updated management tools and protocols. In addition, the Decision amends the Ochoco National Forest Land Resource Management Plan to adjust the AML based on existing ecological conditions. Implementation of the new management plan will begin with initial gathers of excess wild horses sometime in the fall.

The Central Oregon Wild Horse Coalition filed lawsuit on October 1, challenging the decision in U.S. District Court.

### Walton Lake Restoration Project

#### *Final Decision Issued, Legal Complaint Filed*

Following a Regional Office review of an objection filed by Blue Mountain Biodiversity Project (BMBP) on



the Draft Decision Notice, the Forest Supervisor signed the Decision Notice on December 7, 2020. On December 11, 2020 the BMBP filed suit in the United States District Court of Oregon challenging the decision. Plaintiffs filed for preliminary injunction which was granted by Judge Mosman on September 29, 2021, prohibiting the Forest from moving forward until summary judgement on the merits. The parties will brief on the merits through the fall/winter, though no briefing schedule has been set.

The Lookout Mountain Ranger District completed the environmental analysis for treating forest health issues in and around the Walton Lake Campground and recreation site in December 2020. Forest pathologists have determined a laminated root rot infestation is widespread within the developed recreation area, creating a forest health and public safety concerns, and that large old ponderosa pine are at risk of bark beetle attack due to the high density of understory fir trees. Walton Lake is the busiest recreation site in the Ochocos. Trees frequently fall across the Walton Lake loop road and across the Round Mountain hiking trail where it accesses the lake. A build-up of dead and decaying trees also creates a fire hazard. The Forest Service has previously proposed to remove about 35 acres of the host trees and replant with disease-resistant species like Ponderosa pine and Western larch, which raised concerns from interest groups that the Forest Service has not adequately disclosed to the public how drastic the change in visual scenic quality would be. The 35-acre section of diseased trees remains administratively closed to the public, but the campground and day use areas are open.

### **Black Mountain Vegetation Management Project**

The Final EIS is complete and the Record of Decision was signed in January 2020. Following that decision, two groups sued the Forest Service on April 20, 2020. The Forest Service entered into a settlement agreement with the Plaintiffs in June 2021 and agreed to drop some activities in riparian habitat conservation areas. The vast majority of the project continues to be implemented.

This project will implement forest restoration activities across 16,000 acres on the Paulina Ranger District, just east of Big Summit Prairie. Activities include actively managing dry forests within the project area to restore historic stand composition, reducing hazardous fuel loads, and restoring hardwood communities and aquatic ecosystems. This will be accomplished using commercial and noncommercial thinning, prescribed burning, replanting, stream restoration, and transportation management. Objectives for the project include increasing forest resilience to insects, disease, fire, and drought; reducing the risk of uncharacteristic high severity fires; enhancing and restoring hardwood communities; and protecting and enhancing wildlife habitat for an array of species.

### **Ochoco Trails Group Proposal**

Last fall, the Forest approved Allen Creek, Dry Creek and Bandit Springs Trails CEs. This year the Forest is focused on conducting public engagement and environmental analysis for the Lemon Gulch Trail System Project. A Proposed Action was issued on March 11, 2021. In response, the Forest received supportive letters from over 80 individuals, organizations, and the County Board of Commissioners; though some local residents who have adjacent private land to the project or have a grazing permit for an allotment that is listed in the proposal haven taken issue with the project proposal. The environmental assessment will consider ways of mitigating concerns around the mixture of recreation trails within a grazing allotment. It should be available for public review this winter. The project is expected to benefit the local community and provide a recreation experience not available elsewhere in central Oregon.



This trail system would be located in the Mill Creek drainage just outside of Prineville in the Lemon Gulch area. This area is concurrently being planned for a vegetation management project and will work in conjunction with the timing and effects of that project. Later in the year, the Forest will also begin initial work on planning the Corral Flats Equestrian Endurance Trails which currently use a system of about 53 miles of open road, closed roads, and user-created/livestock trails for an annual permitted endurance ride and occasional group rides. The Forest is proposing to create an official system in this area for primary use by equestrians. This project would also address illegal OHV use in the area that is damaging trail tread and riparian areas.

Ochoco Trails (formerly called the Ochoco Trails Strategy Group) is a grassroots, community effort that developed a proposal for 100 miles non-motorized trail expansions in the Ochoco National Forest. The group includes representation from the Central Oregon Trails Alliance (a mountain biking group), Back Country Horsemen of Oregon, Oregon Equestrian Trails, and the Oregon Hunters Association, as well as hikers, local ranchers, business owners, conservationists, and the Prineville/Crook County Chamber of Commerce. The group began meeting several years ago to address the growing demand for developed recreation opportunities in the Ochoco NF. By bringing together different recreation groups, the conservation community and local input, the group has worked through many of the social values questions and built consensus around the proposal prior to offering it to the Forest Service. The Forest expects to begin a customary analysis of the proposal this year, which will include outreaching the proposal and seeking public feedback on the group's work.

The group is now discussing similar proposals for the Crooked River National Grassland.

### **Sunflower Cluster Grazing Authorization**

*Final Decision Notice Signed October 2021.*

The Paulina Ranger District issued a Final Environmental Assessment and Draft Decision Notice to initiate the 45-day Administrative Review period (objection period). Two objections were received; one was resolved. The final DN will reauthorize livestock grazing on the Dry Corner, Sunflower, and Wind Creek grazing allotments (Sunflower Cluster), and close or obliterate about 60 miles of road to promote elk and deer distribution on their seasonal ranges. The project is located in the southeast corner of the Ochoco National Forest, about 17 miles northeast of Paulina, Ore.

### **Bellwether Healthy Forest Restoration**

*Decision Memo Signed July 8, 2021.*

*Paulina Ranger District is undertaking planning in the area north of the Black Canyon Wilderness utilizing a Farm Bill authorization for contracting NEPA through the State.*

The Paulina Ranger District is preparing a Categorical Exclusion for commercial and noncommercial thinning and prescribed burning on approximately 1,950 acres of lands designated as insect and disease treatment areas. The project area is on the eastern edge of the Ochoco National Forest, about 20 miles west of Dayville. Much of the project analysis is being completed by Nature's Capital, a third party contracted by Oregon Department of Forestry through the Department's Federal Forest Restoration Program.

The Forest Service scoped with the public in 2020 and conducted additional collaboration with the Ochoco Forest Collaborative, including a "virtual field trip" due to COVID restrictions. A Decision Memo

will be issued following completion of raptor surveys this spring.

### **Current Logging and Log Hauling Activity**

#### Lookout Mountain

Frog R Salvage (Frog Fire)- Nearly finished with hauling in the west Maurys on Forest Roads 16 and 1750 west. Some clean up work left.

#### Paulina

On the Gap sale,- full logging operations (Forest Road 4230-400) with log trucks hauling on Forest Road 4230 south end to FRs 4215 to Rd 42. Additionally, there are a few loads left to haul south of FR 4235 to Old Teaters Road with some clean up work at the end of operations

Muddy DXP (Black Mtn)- clean up work around the sale, all hauling completed

Lobo IRSC (Wolf)- unit on Rd 5810-331- log trucks hauling south Rd 5810 to Rd 58 to Beaver Creek Rd, and clean up work this fall- completes the logging operations on this project

Cana Decks (Wolf)- 1-2 loads left via Rd 38 to Rd 3810, and clean up work, Rd 38-080 area

### **Range updates**

There are no significant changes to the grazing program this year. The Forest Service manages 38 grazing allotments in Crook County, in addition to 9 in Wheeler County, 18 in Jefferson County and 3 in Grant County. These allotments serve roughly 12,000 head of cattle each year for around 53,000 Animal Unit Months and between 3,000 - 4,000 head of sheep for close to 4,000 AUMs. Actual numbers can fluctuate each year depending on weather, fire and range conditions. The Forest completed the Environmental Assessment and signed the Decision Notice for the new Big Summit Territory wild horse plan that sets a new Appropriate Management Level (AML) of 47-57 horses, which is a minor update from the original 1975 plan.

### **Recreation Updates**

Audi Campground Services has secured another 10 year permit to continue operating as the concessionaire for the developed sites at Walton Lake, Wildcat, Ochoco Forest Camp and Pavilion, Ochoco Divide, Haystack Reservoir and Skull Hollow Campgrounds. The majority of our developed recreation sites are now closed for the fall and winter.

### **Greater Williams Prairie/Headwaters North Fork Restoration and Blue Mountains Elk Initiative**

The “**All Hands, All Brands Restoration Model**” unifies our partners in conservation to increase the scope and scale of restoration work. The impressive collective of partners include: Rocky Mountain Elk Foundation, Mule

Deer Foundation, Oregon Hunters Association, National Wild Turkey Federation, Backcountry Hunters and Anglers, Theodore Roosevelt Conservation Partnership, 2% for Conservation, Oregon Wildlife

Foundation, Trout Unlimited, and the Western Native Trout Initiative. By capitalizing on the strength of each partner, we are able to collectively put a broad spectrum of resources toward implementing holistic landscape scale restoration efforts and limiting our role to facilitation and technical oversight.

As a result of the COVID Pandemic in 2020 and the subsequent financial downturn of the economy, many of our partners were unable to provide support as we launched the project. Some partners unfortunately could not participate in the project. As a result, it forced the Ochoco to reassess our capacity and adjust accordingly. Thankfully we were able to backfill with new partners as well as other appropriated funding. The project treated approximately 60 acres of invasive annual grasses within Headwaters North Fork associated with Williams Prairie. The aquatic restoration associated with the approximately 600 acre Williams Prairie meadow was scheduled for Fall of 2021, but due to fire restrictions persisting for so long this year, the work has been rescheduled for late spring early summer of 2022. In addition, approximately 400 acres of commercial and non-commercial thinning was scheduled for 2021 and due to a change in partner associated with the Stewardship Agreement, thinning will occur in late spring early summer of 2022.

## REGIONAL PLANNING UPDATE

### **Forest Management Direction for Large Diameter Trees in eastern Oregon and southeastern Washington**

Forest Management Direction for Large Diameter Trees in eastern Oregon and southeastern Washington: This project's 60-day comment period opened on August 11, 2020 and closed on October 13, 2020.

USDA Forest Service Pacific Northwest Region published its draft environmental assessment to amend six land management plans (LMPs) for the Umatilla, Wallowa-Whitman, Malheur, Ochoco, Deschutes, and Fremont-Winema National Forests. The LMPs for these six forests have a standard that prohibits harvest of any trees, regardless of age or species, greater than 21-inches in diameter; this standard is often referred to as the 21-inch rule of the Eastside Screens (ESS). Dept. of Agriculture Undersecretary Jim Hubbard signed a Decision Notice on January 12, 2021. A NEPA decision signed at this level are considered a final agency action and so this decision is not subject to the objections process and the Forest Plan Amendments may be implemented immediately.